



## MEETINGS SCHEDULED FOR APRIL

**Minnesota Housing**  
400 Wabasha Street N. Suite 400  
St. Paul, MN 55102

### **THURSDAY, APRIL 25, 2019**

**Committee Meeting**  
11:30 a.m.

**Regular Board Meeting**  
1:00 p.m.

Lake Superior Conference Room- Fourth Floor

**NOTE:** The information and requests for approval contained in this packet of materials are being presented by Minnesota Housing staff to the Minnesota Housing Board of Directors for its consideration on Thursday, April 25, 2019.

**Items requiring approval are neither effective nor final until voted on and approved by the Minnesota Housing Board.**

*The Agency may conduct a meeting by telephone or other electronic means, provided the conditions of Minn. Stat. §462A.041 are met. In accordance with Minn. Stat. §462A.041, the Agency shall, to the extent practical, allow a person to monitor the meeting electronically and may require the person making a connection to pay for documented marginal costs that the Agency incurs as a result of the additional connection.*

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**AGENDA**  
**Minnesota Housing Board Meeting**  
**Thursday April 25, 2019**  
**1:00 p.m.**

- 1. Call to Order**
- 2. Roll Call**
- 3. Agenda Review**
- 4. Approval of Minutes**
  - A. (page 5) Regular Meeting of February 21, 2019
  - B. (page 9) Regular Meeting of March 21, 2019
- 5. Reports**
  - A. **Chair**
  - B. **Commissioner**
  - C. **Committee**
- 6. Consent Agenda**
  - A. (page 13) Extension of maturity on a Minnesota Housing loan to Greater Metropolitan Housing Corporation (GMHC)
- 7. Action Items**
  - A. (page 15) Approval, Resolution Delegating Tax Credit Joint Powers Agreement Authority to the Commissioner
  - B. (page 17) Approval, Selection and Commitment, Low and Moderate Income Rental Loan (LMIR) – Cedardale Place, D1100, Owatonna
  - C. (page 29) Approval, Selection, Publicly Owned Housing Program (POHP), 2018 RFP
  - D. (page 39) Approval, Selection and Commitment, 2019 Housing Tax Credit (HTC) Program – Round 2 and Selection and Commitment of a Preservation Affordable Rental Investment Fund (PARIF) Loan
  - E. (page 51) Approval of Selection and Commitment, Family Homeless Prevention and Assistance Program Funds
  - F. (page 61) Approval of Selection and Commitment, Bridges and Bridges RTC Rental Assistance Program Funds
  - G. (page 69) Approval, Resolution authorizing the issuance and sale of Minnesota Housing Finance Agency Homeownership Finance Bonds (HFB)
- 8. Discussion Items**
  - A. (page 165) Strategy Discussion: Producing More Housing – A 50% Increase
- 9. Information Items**
  - A. (page 179) Post-sale Report, Residential Housing Finance Bonds, 2019 Series ABCD
- 10. Other Business**

None.
- 11. Adjournment**

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**DRAFT Minutes**  
**Minnesota Housing Board Meeting**  
**Thursday February 21, 2019**  
**1:00 p.m.**

**1. Call to Order.**

Chair John DeCramer called to order the regular meeting of the Board of Minnesota Housing Finance agency at 1:03 p.m.

**2. Roll Call.**

**Members Present:** John DeCramer, Craig Klausing, Julie Blaha and Terri Thao. Joe Johnson and Damaris Hollingsworth via conference call.

**Minnesota Housing Staff present:** Ryan Baumtrog, Wes Butler, Kevin Carpenter, Jessica Deegan, Alison Ehlert, Rachel Franco, Brian Haefner, Darryl Hennen, Jennifer Ho, El Karnwie-Tuah, Kasey Kier, David Lange, Tresa Larkin, Brad LeBlanc, Nira Ly, Eric Mattson, Blake McCarthy-Cray, Katie Moore, Tom O'Hern, John Patterson, Tony Peleska, Devon Pohlman, Paula Rindels, Danielle Salus, Anne Smetak, Barb Sporlein, Emily Strong, Kim Stuart, Jodell Swenson, Mike Thone, and Jennifer Wille.

**Others present:** Laura Jankes, RBC; Melanie Lien, Piper Jaffray; Anne Mavity, Minnesota Housing Partnership; Rhonda Skoby, Dorsey & Whitney.

**3. Agenda Review**

None.

**4. Approval of Minutes**

**A. Regular Meeting of January 24, 2019**

**B. Special Meeting of February 4, 2019**

**Motion:** Craig Klausing moved to approve the minutes. Seconded by Terri Thao. Roll Call was taken, All were in favor. Motion carries 6-0.

**5. Reports**

**A. Chair**

None.

**B. Commissioner**

Commissioner Ho shared the following with the board:

- Continuing to meet with internal staff and learning more about what staff does
- Continuing to meet with Legislative leaders
- Reviewed the Governor's Budget. Board members were presented with a handout which highlighted the significant funding for affordable housing.
- Conflict of Interest training for board members will take place in the near future.

New Employee Introductions:

- Emily Strong introduced El Karnwie-Tuah, Lending Partners Customer Service Specialist, Single Family Division
- Tony Peleska introduced Brad LeBlanc, Enterprise Architect Supervisor, BTS Division
- Tony Peleska introduced Blake Cray, Technology Specialist, BTS Division
- Brad LeBlanc introduced David Lange, Contractor, BTS Division
- Darlene Zangara introduced Zoua Vang, Communications Specialist, Olmstead Implementation Office

**C. Committee**

None.

**6. Consent Agenda**

**A. Approval, Housing Trust Fund (HTF) Operating Subsidy (OS) Grant Extensions**

**B. Approval, Reinstatement of the City of Thief River Falls Community Homeownership Impact Fund Award**

**Motion:** Julie Blaha moved to approve the minutes. Seconded by Terri Thao. Roll Call was taken, All were in favor. Motion carries 6-0.

**7. Action Items**

**A. Approval, Home Investment Partnership (HOME) and National Housing Trust Fund (NHTF) Combined Program Guide Policy Change**

Jennifer Wille presented to the board a request motion to approve the Home Investment Partnerships (HOME) and National Housing Trust Fund (NHTF) Combined Program Guide. This will replace the current version of the program guide and will provide updated policies that govern the two programs. Chair DeCramer opened up the discussion. Terri Thao inquired on the number of units in the program.

**Motion:** Craig Klausing moved Approval, Home Investment Partnership (HOME) and National Housing Trust Fund (NHTF) Combined Program Guide Policy Change. Seconded by Julie Blaha. Roll Call was taken, All were in favor. Motion carries 6-0.

**B. Approval, Waiver from the Predictive Cost Model 25% Threshold, Unity Place Townhomes, D0232, Brooklyn Center**

Paul Marzynski presented to the board a request for approval of a waiver of the predictive cost model 25% threshold for the above stated project. Chair DeCramer opened up the discussion. Board members asked a series of questions and staff provided answers. **Motion:** Terri Thao moved Approval, Waiver from the Predictive Cost Model 25% Threshold, Unity Place Townhomes, D0232, Brooklyn Center. Seconded by Julie Blaha. Roll call was taken, All were in favor. Motion carries 6-0.

**C. Approval, Selection and Commitment, Low and Moderate Income Rental Loan (LMIR), Rolling Ridge Townhomes, D3133, Rochester**

Paul Marzynski presented to the board a request for adoption of a resolution authorizing the issuance of a Low and Moderate Income Rental (LMIR) program commitment in an amount not to exceed \$1,400,000, subject to the review and approval of the mortgagor, and the terms and conditions of Minnesota Housing's term letter. Chair DeCramer opened up the discussion. There were no questions from the board.

**Motion:** Julie Blaha moved Approval, Selection and Commitment, Low and Moderate Income Rental Loan (LMIR), Rolling Ridge Townhomes, D3133, Rochester. Seconded by Craig Klausing. Roll call was taken, All were in favor. Motion carries 6-0.

**D. Approval, Community Homeownership Impact Fund Program Procedural Manual**

Nick Boettcher presented to the board a request for approval of the Community Homeownership Impact Fund (Impact Fund) Program Procedural Manual. Chair DeCramer opened up the discussion. Board members asked a series of questions and staff provided answers.

**Motion:** Craig Klausing moved Approval, Community Homeownership Impact Fund Program Procedural Manual. Seconded by Joe Johnson. Roll call was taken, All were in favor. Motion carries 6-0.

**E. Approval, Community Homeownership Impact Fund Scoring Revisions for the 2019 Single Family Request for Proposals**

Song Lee presented to the board a request for approval of the proposed changes to the scoring criteria for the 2019 Single Family Request for Proposals (RFP) and Community Homeownership Impact Fund (Impact Fund). Chair DeCramer opened up the discussion. Board members asked a series of questions and staff provided answers. **Motion:** Julie Blaha moved Approval,

Community Homeownership Impact Fund Scoring Revisions for the 2019 Single Family Request for Proposals. Seconded by Craig Klausing. Roll call was taken, All were in favor. Motion carries 6-0.

**F. Amendment to Resolution authorizing the issuance and sale of fixed rate Minnesota Housing Finance Agency, Residential Housing Finance Bonds**

Kevin Carpenter presented to the board a request for approval to the amendment of the Resolution authorizing the issuance and sale of Minnesota Housing Finance Agency fixed rate Residential Finance Housing Bonds. Michelle Adams from Kutak Rock joined the meeting via conference call. Chair DeCramer opened up the discussion. There were no questions from the board. **Motion:** Craig Klausing moved Approval of the amendment to Resolution authorizing the issuance and sale of fixed rate Minnesota Housing Finance Agency, Residential Housing Finance Bonds. Seconded by Terri Thao. Roll call was taken, All were in favor. Motion carries 6-0.

**G. Approval, Resolution authorizing the issuance and sale of variable rate Minnesota Housing Finance Agency, Residential Housing Finance Bonds, 2019 Series D**

Kevin Carpenter presented to the board a request for approval of the resolution authorizing the issuance and sale of variable rate Minnesota Housing Finance Agency, Residential Housing Finance Bonds, 2019 Series D. Michelle Adams, Kutak Rock provided an overview of the resolution. Chair DeCramer opened up the discussion. There were no questions from the board.

**Motion:** Terri Thao moved Approval of the amendment to Resolution authorizing the issuance and sale of fixed rate Minnesota Housing Finance Agency, Residential Housing Finance Bo Resolution authorizing the issuance and sale of variable rate Minnesota Housing Finance Agency, Residential Housing Finance Bonds, 2019 Series D. Seconded by Joe Johnson. Roll call was taken, All were in favor. Motion carries 6-0.

**8. Discussion Items**

**A. Developing Minnesota Housing's 2020-23 Strategic Plan**

Alyssa Wetzel-Moore and John Patterson provided the board with an overview of the outline and process for developing the 2020-2023 Strategic Plan.

**9. Information Items**

- A. 2018 Annual Conflict of Interest Disclosure Reporting
- B. Semi-annual Variable Rate Debt and Swap Performance Report, as of January 1, 2019
- C. 2019 Affordable Housing Plan and 2016-19 Strategic Plan: First Quarter Progress Report

**10. Other Business**

None.

**11. Adjournment**

The meeting was adjourned at 2:47 p.m.

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John DeCramer, Chair

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**DRAFT Minutes**  
**Minnesota Housing Board Meeting**  
**Thursday March 21, 2019**  
**1:00 p.m.**

**1. Call to Order.**

Vice Chair Joe Johnson called to order the regular meeting of the Board of Minnesota Housing Finance agency at 1:00 p.m.

**2. Roll Call.**

**Members Present:** Julie Blaha, Terri Thao, Joe Johnson, Stephanie Klinzing, and Damaris Hollingsworth.

**Minnesota Housing Staff present:** Tal Anderson, Ryan Baumtrog, Kevin Carpenter, Chuck Commerford, Erin Coons, Jessica Deegan, Matt Dieveney, Ruth DuBose, Rachel Franco, Brian Haefner, Anne Heitlinger, Jennifer Ho, Tresa Larkin, Debbi Larson, Eric Mattson, Katie Moore, Maggie Nadeau, Tom O'Hern, Ashley Oliver, John Patterson, Tony Peleska, Lauren Phillippi, Paula Rindels, Irene Ruiz-Briseno, Megan Ryan, Megan Sanders, David Schluchter, Maggie Strugala, Jodell Swenson, Susan Thompson, Mike Thone, Que Vang, Jennifer Wille and Kristy Zack.

**Others present:** Joe Errigo, Greater Minnesota Housing Fund; Warren Hanson, Greater Minnesota Housing Fund; Anne Mavity, Minnesota Housing Partnership; Jill Mazullo, Greater Minnesota Housing Fund; Rachel Robinson, Greater Minnesota Housing Fund; Rhonda Skoby, Dorsey & Whitney;

**3. Agenda Review**

None.

**4. Approval of Minutes**

**A. Regular Meeting of February 21, 2019**

Approval of minutes moved to April 25 Board Meeting.

**5. Reports**

**A. Chair**

None.

**B. Commissioner**

Commissioner Ho shared the following with the board:

- Continuing to meet with all staff
- Continuing Legislative meetings, recently traveled to Washington DC for the National Council of State Housing Agencies (NCSHA) Legislative Conference
- Meeting with external stakeholders, visits in various parts of the state of Minnesota
- Meeting with Andrew Olson, Governor's office to discuss the board makeup and vacancies.
- Newly appointed Deputy Commissioner, Rachel Robinson and James Lenhoff, Multifamily Assistant Commissioner will join Minnesota Housing on March 25.

New Employee Introductions:

- Jodell Swenson introduced Maggie Strugala, HR Specialist
- Joel Salzer introduced Sara Gomoll, Supportive Housing Officer, Multifamily Division

**C. Committee**

None.

**6. Consent Agenda**

**A. Funding Modification, Publicly Owned Housing Program (POHP), Columbia & Rouchleau, Virginia, D8051**

**B. Funding Modification, Publicly Owned Housing Program (POHP), Dow Towers, Hopkins, D6379**

- C. **Administrative Extension, Rental Rehab Deferred Loan (RRDL), Arrowhead Economic Opportunity Agency (AEOA), Virginia Rotary Apartments, Virginia, D2118**
- D. **Homebuyer Education Counseling and Training (HECAT), Reallocation of Funding**  
**Motion:** Julie Blaha moved to approve the Consent Agenda Items. Seconded by Damaris Hollingsworth. Motion carries 5-0.

**7. Action Items**

**A. Approval, Homeownership Capacity Program Manual**

Ruth DuBose presented to the board a request to approve the Homeownership Capacity Program Manual. Vice Chair Johnson opened up the discussion. Stephanie Klinzing inquired on a variety of items in the manual. Ms. DuBose provided answers. **Motion:** Stephanie Klinzing moved Approval, Homeownership Capacity Program Manual. Seconded by Terri Thao. Motion carries 5-0.

**B. Approval, Homeownership Education Counseling and Training Fund Manual**

Que Vang presented to the board a request for approval of the HECAT Fund Manual, which will guide the use and management of funds awarded to HECAT Grantees. Vice Chair Johnson opened up the discussion. There were no questions from the board. **Motion:** Julie Blaha moved Approval, Homeownership Education Counseling and Training Fund Manual. Seconded by Terri Thao. Motion carries 5-0.

**C. Approval, Selection, Rental Rehabilitation Deferred Loan (RRDL) - River Bluff Apartments, Springfield D8081**

Irene Ruiz-Briseno and David Schluchter presented to the board a request for the adoption of a resolution authorizing selection and approval of a Rental Rehabilitation Deferred Loan (RRDL) in the amount up to \$300,000. This includes a requested waiver of the RRDL loan-to-value (LTV) ratio requirement contained in the terms and conditions of Minnesota Housing's Rental Rehabilitation Deferred Loan Pilot (RRDL) Program Guide. Vice Chair Johnson opened up the discussion. There were no questions from the board.

**Motion:** Stephanie Klinzing moved Approval, Selection, Rental Rehabilitation Deferred Loan (RRDL) - River Bluff Apartments, Springfield D8081. Seconded by Terri Thao. Motion carries 5-0.

**D. Approval, Housing Infrastructure Bonds Guide**

William Price presented to the board a request for approval of the Housing Infrastructure Bonds (HIB) Guide. Staff created this guide to assist developers and community partners to structure multifamily rental projects to meet requirements for loans financed by the issuance of Housing Infrastructure Bonds. Vice Chair Johnson opened up the discussion. Stephanie Klinzing thanked staff for the guide, and appreciated the content. William Price indicated that there was an error in the language in Section 2.04. The number of counties should be 11, no 13 as shown.

**Motion:** Terri Thao moved Approval, Housing Infrastructure Bonds Guide with correction. Seconded by Julie Blaha. Motion carries 5-0.

**E. Selection, Approval, Asset Management Loan - Frontier Townhomes, Staples D1635**

Erin Coons presented to the board a request for the adoption of a resolution authorizing approval of an Asset Management Loan Program commitment of up to \$2,331,768, subject to the terms and conditions of Minnesota Housing's term letter. Vice Chair Johnson opened up the discussion. There were no questions from the board. **Motion:** Damaris Hollingsworth moved

Selection, Approval, Asset Management Loan - Frontier Townhomes, Staples D1635. Seconded by Terri Thao. Motion carries 5-0.

**F. Approval, \$5 million loan commitment to NOAH Impact Fund II**

Matt Dieveney presented to the board a request for authorization to invest \$5 million into a second version of Greater Minnesota Housing Fund's "NOAH Impact Fund" (the "Fund"). This second Fund will be structured essentially the same as NOAH Impact Fund 1, which closed on June 1, 2017, with the Agency again committing \$5 million in return for Class D participation interests in the overall Fund. As with the first Fund, the new Fund will invest in the purchase of naturally occurring affordable housing (NOAH) multi-family properties, preserving housing that remains affordable to low-income tenants. Vice Chair Johnson opened up the discussion. There were no questions from the board. **Motion:** Stephanie Klinzing moved Approval, \$5 million loan commitment to NOAH Impact Fund II. Seconded by Julie Blaha. Motion carries 5-0.

**8. Discussion Items**

**A. 2nd Quarter FY2019 Financial Reporting Package**

Kevin Carpenter reviewed the 2<sup>nd</sup> Quarter financial results.

**9. Information Items**

**A. Post-sale report, Homeownership Finance Bonds, 2019 Series AB**

**10. Other Business**

None.

**11. Adjournment**

The meeting was adjourned at 2:05 p.m.

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Joe Johnson, Vice Chair

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**Item:** Extension of maturity on a Minnesota Housing loan to Greater Metropolitan Housing Corporation (GMHC)

**Staff Contact(s):**

Kevin Carpenter, 651.297.4009, Kevin.carpenter@state.mn.us

**Request Type:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> No Action Needed |
| <input checked="" type="checkbox"/> Motion   | <input type="checkbox"/> Discussion       |
| <input type="checkbox"/> Resolution          | <input type="checkbox"/> Information      |

**Summary of Request:**

Staff is requesting the authority to extend, until December 31, 2020 the maturity of an outstanding loan to GMHC.

**Fiscal Impact:**

If approved, the extension provides for additional principal repayment on the loan.

**Meeting Agency Priorities:**

- ☒ Address Specific and Critical Local Housing Needs
- ☐ Finance Housing Responsive to Minnesota's Changing Demographics
- ☐ Preserve Housing with Federal Project-Based Rent Assistance
- ☐ Prevent and End Homelessness
- ☐ Reduce Minnesota's Racial and Ethnicity Homeownership Disparity

**Attachment(s):**

- Background

Pursuant to Board authorization in July of 2017, in September of 2017, Minnesota Housing, working in conjunction with a group of lenders, completed an overall restructuring of a pooled lending arrangement to the Greater Metropolitan Housing Corporation (GMHC). This lending arrangement provided the financing for GMHC to make pre-development loans related to a variety of pending multi-family rental housing projects. As part of that overall restructuring, among other actions, Minnesota Housing's \$2 million loan to GMHC was paid down to \$1 million, and the maturity was extended until September 30, 2019.

Since that time, GMHC has continued to pay down the principal balance of Minnesota Housing's loan, as well as the loans from other lenders, and also has remained current on payments of the interest due to Minnesota Housing. As of April 1, 2019, the outstanding principal balance of this loan has been paid down to \$230,140.

At the time of the restructuring, all lenders extended maturities on their loans to GMHC, generally for one to two years. Three lenders (one of whom is Minnesota Housing) have loans scheduled to mature in 2019, and each of these lenders is being asked to extend their respective loans until December 31, 2020, to allow additional time for GMHC to work through its remaining predevelopment loan assets and continue to pay down the outstanding principal balances on the loans of all lenders.

Staff requests the board authorize an extension of the maturity of Minnesota Housing's loan to GMHC until December 31, 2020.



**Board Agenda Item: 7.A**  
**Date: 4/26/2019**

**Item:** Approval, Resolution Delegating Tax Credit Joint Powers Agreement Authority to the Commissioner

**Staff Contact(s):**

Thomas O'Hern, 651.296.9796, tom.ohern@state.mn.us

**Request Type:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> No Action Needed |
| <input checked="" type="checkbox"/> Motion   | <input type="checkbox"/> Discussion       |
| <input type="checkbox"/> Resolution          | <input type="checkbox"/> Information      |

**Summary of Request:**

Under Minnesota Statutes § 462A.222, certain cities and counties operate as suballocators to allocate and monitor low income housing tax credits (HTC) to eligible projects in their respective jurisdictions. The following entities are suballocators: Minneapolis, St. Paul, Washington County, Dakota County, Duluth, Rochester and St. Cloud. Some of those suballocators choose to transfer their HTC allocation to Minnesota Housing and have Minnesota Housing handle the administration and monitoring functions related to HTC. This is accomplished through the use of a Joint Powers Agreement between a suballocator and Minnesota Housing.

I am requesting that the Board authorize the Commissioner to enter into Joint Powers Agreements regarding the administration of credits with suballocators. Granting the requested delegated authority promotes the efficiency of the tax credit process. The Commissioner will make a written report to the Board at least annually describing the action taken utilizing that authority. The delegated authority may be amended or revoked by the Board at any time.

**Fiscal Impact:**

None

**Meeting Agency Priorities:**

- ☐ Address Specific and Critical Local Housing Needs
- ☐ Finance Housing Responsive to Minnesota's Changing Demographics
- ☐ Preserve Housing with Federal Project-Based Rent Assistance
- ☐ Prevent and End Homelessness
- ☐ Reduce Minnesota's Racial and Ethnicity Homeownership Disparity
- ☐ Strengthening Organizational Capacity

**Attachment(s):**

Resolution

**MINNESOTA HOUSING FINANCE AGENCY  
400 Wabasha Street N, Suite 400  
St. Paul, Minnesota 55102**

**RESOLUTION NO. MHFA 19-XXX  
BOARD DELEGATION NO. XXX**

**DELEGATION OF AUTHORITY TO THE COMMISSIONER REGARDING JOINT POWERS AGREEMENTS WITH  
SUBALLOCATING JURISDICTIONS TO ADMINISTER FEDERAL LOW-INCOME HOUSING TAX CREDITS**

WHEREAS, the Minnesota Housing Finance Agency (Agency) Commissioner (Commissioner) has requested the Minnesota Housing Finance Agency Board (Board) to delegate to the Commissioner certain authority regarding the administration of the federal low-income housing tax credit (HTC) program in order to improve the efficiency of the Agency's administration of the HTC program; and

WHEREAS, such authority would permit the Commissioner to perform the activities encompassed by the delegation without prior Board approval; and

WHEREAS, the Board has considered the request and finds that it is in the best interests of the Agency to delegate such authority.

**NOW, THEREFORE, BE IT RESOLVED:**

That the Board grants the delegated authority below to the Commissioner so long as such authority is exercised in accordance with the parameters and requirements stated herein. This delegated authority shall remain in effect for the current and future Commissioners until revoked.

**DELEGATED AUTHORITY**

To authorize the Commissioner to enter into Joint Powers Agreements with cities or counties deemed allocating agencies (also known as suballocators) to administer the HTC program for the suballocator in its jurisdiction.

**PARAMETERS OF DELEGATED AUTHORITY**

1. The suballocator must be an allocating agency as defined by Minn. Stat § 462A.221, subd. 1a.
2. The Joint Powers Agreement must comply with Minn. Stat. § 471.59.
3. The Joint Powers Agreement must comply with the federal requirements regarding the HTC program as well as the applicable Agency Qualified Allocation Plan...

**REPORTING REQUIREMENTS**

The Commissioner shall make a written report to the Board at least annually describing the actions taken utilizing the delegated authority.

Adopted this 25 day of April 2019

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CHAIRMAN





Board Agenda Item: 7.B

Date: 3/21/2019

**Item:** Approval, Selection and Commitment, Low and Moderate Income Rental Loan (LMIR)  
 - Cedardale Place, D1100, Owatonna

**Staff Contact:**

Caryn Polito, 651.297.3123, caryn.polito@state.mn.us

**Request Type:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Approval   | <input type="checkbox"/> No Action Needed |
| <input checked="" type="checkbox"/> Motion     | <input type="checkbox"/> Discussion       |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Information      |

**Summary of Request:**

Agency staff completed the underwriting and technical review of the proposed development and recommends the development for selection and funding. Agency staff also recommends adoption of a resolution authorizing the issuance of a Low and Moderate Income Rental (LMIR) program commitment in an amount not to exceed \$5,000,000, subject to the review and approval of the mortgagor and the terms and conditions of Minnesota Housing's term letter.

**Fiscal Impact:**

LMIR loans are funded from Housing Investment Fund Pool 2 resources, and as such, Minnesota Housing will earn interest income on the loan without incurring financing expenses. Additionally, this loan will generate fee income.

**Meeting Agency Priorities:**

- ☒ Address Specific and Critical Local Housing Needs
- ☐ Finance Housing Responsive to Minnesota's Changing Demographics
- ☒ Preserve Housing with Federal Project-Based Rent Assistance
- ☒ Prevent and End Homelessness
- ☐ Reduce Minnesota's Racial and Ethnicity Homeownership Disparity

**Attachments(s):**

- Background
- Development Summary
- Resolution
- Resolution Attachment

**Background:**

Cedardale Place is an existing, affordable development located in Owatonna. The property has 98 one, two, and three-bedroom units. There is one four-story elevator building for seniors and five two-story townhouse buildings for general occupancy. The property was built in 1979. All 98 units have project based Section 8 rental assistance.

This transaction is the refinance of the Agency's existing LMIR loan with a new HUD risk-share LMIR loan. The new LMIR loan will pay off the old loan as well as the Agency's Limited Partner Buyout and HOME loans, lower the interest rate from 5.18 percent to 4.49 percent, and extend the term of the loan from a maturity date in 2025 to 2054.

Existing Minnesota Housing Ending Long-term Homelessness Initiative Fund (ELHIF) and Flexible Financing for Capital Costs (FFCC) deferred loans will be resubordinated extended to be coterminous with the new first mortgage. The owner will pay approximately \$78,000 in accrued interest on the existing FFCC loan at closing.

The refinance will allow the property to complete many needed capital improvements within the next twelve months as well as funding replacement reserves to cover capital improvements that will be needed over the next ten years.

**DEVELOPMENT SUMMARY:**

Name:	Cedardale Place	D#:	1100
Address:	2211 Hartle Avenue	App#:	M18075
City:	Owatonna	County:	Steele
		Region:	Southeast

**MORTGAGOR:**

Ownership Entity:	Cedardale Place Limited Partnership
General Partner/Principals:	Cedardale Place, LLC / Colleen Carey

**DEVELOPMENT TEAM:**

Attorney:	Winthrop & Weinstine
Management Company:	TCG Management, LLC

**CURRENT FUNDING REQUEST/PROGRAM and TERMS:**

\$5,000,000	LMIR First Mortgage
	Funding Source: Housing Investment Fund (Pool 2)
	Interest Rate: 4.49%
	MIP Rate: 0.125%
	Term (Years): 35
	Amortization (Years): 35

**RENT GRID:**

UNIT TYPE	NUMBER	UNIT SIZE (SQ. FT.)	GROSS RENT	AGENCY LIMIT*	INCOME AFFORDABILITY*
1 BR @ 60% MTSP	65	592	\$ 784	\$ 867	\$ 31,360
1 BR @ 30% of metro median (LTH)	2	592	\$ 784	\$ 867	\$ 31,360
2 BR @ 60% MTSP	1	1,038	\$ 972	\$ 1,041	\$ 38,880
2 BR @ 30% of metro median (LTH)	1	1,038	\$ 1,141	\$ 1,041	\$ 45,640
2 BR @ 60% MTSP	19	1,038	\$ 1,141	\$ 1,041	\$ 45,640
3 BR @ 60% MTSP	10	1,162	\$ 1,318	\$ 1,203	\$ 52,720
<b>TOTAL</b>	<b>98</b>				

\*Under the Section 8 contract, residents pay no more than 30% of their income towards rent. Section 8 rents are deemed to meet tax credit and ELHIF restrictions.

**Rent and Income Limits:**

Under the LMIR loan, 40 units will be restricted to 60% MTSP rent limits and incomes, up to 24 units may have unrestricted incomes and 34 units will be income restricted at 100% of the greater of statewide median or area median. The property is also currently restricted under the tax credit land use restrictive agreement (LURA), the ELHIF loan, and the project based Section 8 contract which expires in 2038.

**Purpose:**

Cedardale Place is an existing affordable development located in Owatonna. The property has 98 one, two, and three-bedroom units in six buildings.

This transaction is the refinance and replacement of the Agency's existing LMIR loan with a new HUD risk-share LMIR loan. The new LMIR loan will pay off the old loan as well as the Agency's Limited Partner Buyout and HOME loans, lower the interest rate from 5.18 percent to 4.49 percent, and extend the term of the loan from a maturity date in 2025 to 2054.

**Population Served:**

Under the current tax credit restrictions, 98 units will have incomes at or below 60% MTSP. Three units are restricted to long-term homeless (LTH) households with incomes at or below 30% of metro median under the ELHIF loan. South Central Human Relations Center provides services for the three homeless households.

**Project Feasibility:**

Development financing includes the \$5,000,000 LMIR loan. The existing ELHIF and FFCC deferred loans will be resubordinated and extended to be coterminous with the new first mortgage. The owner will pay \$78,000 towards the outstanding FFCC loan balance at closing.

**Development Team Capacity:**

There is no change in ownership or the management company with this transaction. The sponsor is The Cornerstone Group and the management company is TCG Management, LLC. Affiliates of The Cornerstone

Group currently own 668 units in eight properties. TCG Management manages all 668 units. The Cornerstone Group has two other properties within Minnesota Housing's first mortgage portfolio.

The property has been in the Agency's first mortgage portfolio since 2008 and has performed well financially. The Cornerstone Group has the capacity to continue successful ownership of the property.

**Physical and Technical Review:**

The limited scope rehabilitation includes approximately \$407,795 in capital improvements including site work, interior unit repairs and exterior building repairs.

Architect Cermak Rhoades performed a capital needs assessment. The owner will complete critical improvements within 12 months of closing on the new LMIR loan. Additionally, a deposit of \$276,000 will be made to the property's replacement reserve account to cover capital improvements needed over the next 10 years.

**Market Feasibility:**

The property is conveniently located two miles south of downtown Owatonna. The surrounding neighborhood is a mix of residential and commercial properties. The development serves an important policy goal of addressing permanent supportive housing through its three LTH units. In addition, all 98 units have project based Section 8 rental assistance, ensuring that tenants pay no more than 30% of their income towards rent.

Cedardale Place will continue to provide quality affordable rental housing, including some larger size units suitable for families. The historical vacancy of the property has averaged 0.7 percent over the last three years. The loan is underwritten with a 3 percent vacancy rate.

**DEVELOPMENT COST SUMMARY** (estimated):

	<b>Total</b>	<b>Per Unit</b>
<b>Total Development Cost</b>	<b>\$5,247,693</b>	<b>\$53,548</b>
<b>Acquisition or Refinance Cost</b>	4,387,931	44,775
<b>Gross Construction Cost</b>	407,795	4,161
<b>Soft Costs</b>	175,967	1,796
<b>Deposit to Replacement Reserves</b>	276,000	2,816
 <b>Agency Loan Sources</b>		
LMIR	\$5,000,000	\$51,020
<b>Total Agency Sources</b>	<b>\$5,000,000</b>	<b>\$51,020</b>
 <b>Non-Agency Sources</b>		
Replacement Reserves (existing)	\$169,353	\$1,728
Development Cost Escrow (existing)	78,340	799

**MINNESOTA HOUSING FINANCE AGENCY  
400 Wabasha Street North, Suite 400  
St. Paul, Minnesota 55102**

**RESOLUTION NO. MHFA 19-XXX**

**RESOLUTION APPROVING MORTGAGE LOAN COMMITMENT  
LOW AND MODERATE INCOME RENTAL (LMIR) PROGRAM**

WHEREAS, the Minnesota Housing Finance Agency (Agency) has received an application to provide permanent financing for a multiple unit housing development to be occupied by persons and families of low- and moderate-income, as follows:

Name of Development:	Cedardale Place
Sponsors:	Cedardale Place Limited Partnership
Guarantors:	Colleen Carey
Location of Development:	Owatonna
Number of Units:	98
Amount of Refinance:	\$5,000,000
Amount of LMIR Mortgage: (not to exceed):	\$5,000,000

WHEREAS, the Agency has determined that such applicant is an eligible sponsor under the Agency's rules; that such permanent mortgage loan is not otherwise available, wholly or in part, from private lenders upon equivalent terms and conditions; and that the financing of the development will assist in fulfilling the purpose of Minn. Stat. ch. 462A; and

WHEREAS, the Agency has reviewed the application and found the same to be in compliance with Minn. Stat. ch. 462A and the Agency's rules, regulations and policies;

**NOW THEREFORE, BE IT RESOLVED:**

THAT, the Board hereby authorizes Agency staff to issue a commitment to provide a permanent mortgage loan to said applicant from the Housing Investment Fund (Pool 2 under the LMIR Program) for the indicated development, upon the following terms and conditions:

1. The amount of the LMIR amortizing loan shall not exceed \$5,000,000; and
2. The interest rate on the permanent LMIR loan shall be 4.49 percent per annum (subject to change as set forth in the attached Agency term letter dated March 20, 2019) plus 0.125 percent per annum HUD Risk-share Mortgage Insurance Premium, with monthly payments based on a 35-year amortization; and
3. The term of the permanent LMIR loan shall be 35 years; and
4. The LMIR loan closing shall occur on or before July 31, 2019; and
5. The mortgagor shall comply with the terms set forth in the attached Agency term letter. The commissioner is authorized to approve non-material modifications to those terms; and

6. The mortgagor shall execute documents embodying the above in form and substance acceptable to Agency staff; and
7. Colleen Carey shall guarantee the mortgagor's payment under the LMIR Regulatory Agreement and LMIR Mortgage (other than principal and interest) with the Agency; and
8. The sponsor, the mortgagor, and such other parties as Agency staff in its sole discretion deem necessary, shall execute all such documents relating to said loan, to the security therefore, and to the operation of the development, as Agency staff in its sole discretion deem necessary.

Adopted this 25<sup>th</sup> day of April 2019

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CHAIRMAN



**400 Wabasha Street North, Suite 400**  
**St. Paul, MN 55102**  
**P:** 800.657.3769  
**F:** 651.296.8139 | **TTY:** 651.297.2361  
[www.mnhousing.gov](http://www.mnhousing.gov)

March 20, 2019

Colleen Carey  
 2213 W. 54<sup>th</sup> Street  
 Minneapolis, MN 55419

RE: Term Letter  
 Cedardale Place, Owatonna  
 MHFA Development #1100, Project #18075

Dear Ms. Carey:

Minnesota Housing Finance Agency ("Minnesota Housing") staff has approved your request for a loan or loans subject to the terms and conditions contained in this letter (the "Terms"). The Terms are subject to Minnesota Housing's Board of Directors' approval and meeting all underwriting standards, delivery of required due diligence items, satisfactory loan documentation and other loan closing requirements. The Terms do not constitute a commitment to lend on the part of Minnesota Housing and relate only to the specific financing referenced in this letter.

**Borrower:** A single asset entity: Cedardale Place Limited Partnership

**General Partners:** Cedardale Place, LLC

**Managing Member:** Colleen M. Carey

**Development Description/Purpose:** Refinance and limited scope rehabilitation of a 98-unit affordable housing development located in Owatonna, Minnesota

**Minnesota Housing Loan Type/Terms**

<b>Program</b>	Low and Moderate Income Rental Program (LMIR) (HUD Risk Share)
<b>Loan Amount</b>	\$5,000,000
<b>Interest Rate</b>	* 4.49%
<b>Mortgage Insurance Premium (%)</b>	0.125% (First year premium is paid in advance)
<b>Term</b>	35
<b>Amortization/Repayment</b>	35
<b>Prepayment Provision</b>	No prepayment first 10 years from date of the Note.
<b>Nonrecourse or Recourse</b>	Nonrecourse
<b>Construction/Permanent Loan or Construction Bridge Loan or End Loan</b>	End Loan
<b>Lien Priority</b>	First



March 20, 2019

Page 2

\*Subject to change. Loan closing must occur by July 31, 2019 for the quoted interest rate to be valid; interest rate may be subject to adjustment after this date at Minnesota Housing's sole discretion.

<b>Origination Fee:</b>	LMIR HUD Risk Share Loan: \$100,000 (Payable at loan closing)
<b>Inspection Fee:</b>	Not applicable
<b>Guaranty/Guarantor(s):</b>	Operations Guaranty to be provided by: Colleen M. Carey
<b>Operating Deficit Escrow:</b>	Not applicable
<b>Operating Cost Reserve Account:</b>	Not applicable
<b>Rehab Escrow Account:</b>	Capitalized rehab escrow account in the amount of \$407,795 funded at loan closing.
<b>Replacement Reserve Account:</b>	Capitalized replacement reserve in the amount of \$276,000 funded at loan closing. In addition, a replacement reserve will be required in the amount of \$450/unit/annum. The monthly replacement reserve will be \$3,675. The replacement reserve will be held by Minnesota Housing.
<b>Escrows:</b>	Real estate tax escrow and property insurance escrow to be established at the time of loan closing and held by Minnesota Housing.
<b>Collateral/Security:</b>	Mortgage and Assignment of Rents and Leases for each loan; UCC-1 Financing Statement on fixtures, personal property, accounts and equipment.
<b>HAP or other Subsidy Agreement:</b>	HAP contract through November 30, 2038
<b>Rent and Income Requirements:</b>	<b>LMIR Program</b> <ul style="list-style-type: none"> <li>○ 40 units with rents and incomes at or below 60% MTSP.</li> <li>○ Up to 24 units may have unrestricted incomes.</li> <li>○ 34 units with incomes at or below 100% of the greater of area or statewide median income.</li> </ul>

- The balance of units with rents at Minnesota Housing determined market.

Commitment to 35 years of affordability from the date of loan closing. The restrictions under the ELHIF loan program will be extended to be coterminous with the new first mortgage.

**Other Occupancy Requirements:**

Not applicable

**Closing Costs:**

Borrower agrees to pay all closing costs related to the specific financing referenced in this letter.

**Expiration Date:**

The Terms will expire six months from the date of this letter.

**Additional Terms:**

The tax credit restrictions remain in effect through 2032.

**Other Conditions:**

Payoff of Minnesota Housing Limited Partner Buyout loan and HOME loan at loan closing. Payoff of accrued interest on FFCC loan at loan closing.

Loan is contingent upon the Agency-ordered as-improved appraisal having a restricted value of no less than \$5,747,126.

The new HAP contract must be executed prior to loan closing.

**Board Approval:**

Commitment of all loans under the LMIR program is subject to Minnesota Housing's board approval and adoption of a resolution authorizing the commitment of the loan.

**Not a Binding Contract:**

This letter is not a commitment to be bound by the Terms in this letter. The parties expressly agree that this letter does not create a legally binding agreement. The parties further agree that the Terms are subject to the Borrower's ability to obtain all necessary financing for the Development, which may include additional financing from Minnesota Housing not referenced in this letter.

Please sign this letter and return it to Allison Ehlert at [Allison.ehlert@state.mn.us](mailto:Allison.ehlert@state.mn.us) on or before March 27, 2019.

If you have any questions related to this letter, please contact Caryn Polito at 651.297.3123 or by e-mail at [caryn.polito@state.mn.us](mailto:caryn.polito@state.mn.us).

We appreciate the opportunity to work with you on your affordable housing development.

Sincerely,

Ashley Oliver

March 20, 2019  
Page 4

Acting Assistant Commissioner

**AGREED AND ACCEPTED BY:**

CEDARDALE PLACE LIMITED PARTNERSHIP

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date Accepted: \_\_\_\_\_

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**Item:** Approval and Selection, Publicly Owned Housing Program (POHP) 2018 RFP

**Staff Contact(s):**

Anne Heitlinger, 651.296.9841, anne.heitlinger@state.mn.us

Irene Ruiz-Briseno, 651.296.3837, irene.ruiz-briseno@state.mn.us

David Schluchter, 651.296.8161, david.schluchter@state.mn.us

**Request Type:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Approval   | <input type="checkbox"/> No Action Needed |
| <input type="checkbox"/> Motion                | <input type="checkbox"/> Discussion       |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Information      |

**Summary of Request:**

Staff requests approval and adoption of the attached resolution authorizing the selection and awards for 2018 POHP applicants. If approved, the selections would fully fund 12 developments and partially fund four developments, for a total amount of up to \$ 7,668,195. In addition, staff seeks approval to provide additional awards to two of the partially funded developments and to provide full funding for three additional developments in the event that additional Minnesota General Obligation (GO) bond proceeds become available by either legislative action or reduced needs from previously selected POHP projects. Selections are subject to final underwriting and the terms and conditions of the POHP Program Guide and loan documents.

**Fiscal Impact:**

None

**Meeting Agency Priorities:**

- ☒ Address Specific and Critical Local Housing Needs
- ☐ Finance Housing Responsive to Minnesota's Changing Demographics
- ☒ Preserve Housing with Federal Project-Based Rent Assistance
- ☐ Prevent and End Homelessness
- ☐ Reduce Minnesota's Racial and Ethnicity Homeownership Disparity

**Attachment(s):**

- Background
- 2018 POHP selection and funding recommendations
- Map of 2018 POHP funding recommendations
- Resolution

**Background:**

The 2018 Minnesota Legislature allocated \$10 million in state General Obligation (GO) bond proceeds to Minnesota Housing for the rehabilitation of public housing. Because of the concept-based POHP application process (explained below), staff is recommending initial funding awards of up to \$ 7,668,195.

Public housing means housing for low-income persons and households that is financed by the federal government and owned and operated by a city or county public entity such as a housing and redevelopment authority (HRA), public housing authority (PHA), community development agency (CDA), or housing and economic development authority (EDA). POHP qualified applicants must have a HUD Public Housing Assessment System (PHAS) rating of 80 or above. (**NOTE:** For consistency within this board report, the acronym HRA will be used when referring to applicants even though some applicants may be legally designated as a PHA, CDA or an EDA.)

Twenty different HRAs applied for funding under Minnesota Housing's 2018 POHP Request for Proposals (RFP) and submitted funding requests for 23 developments. Four funding requests were from the metro area and 19 were from Greater Minnesota. The 2018 POHP RFP received requests in excess of \$12.3 million.

Minnesota Housing staff provided each applicant with an individual technical assistance session prior to the application deadline. During these technical assistance sessions, POHP staff explained general POHP program guidelines and learned more about each applicant's proposed rehabilitation project. This outreach was beneficial in encouraging a few smaller HRAs to apply for the first time. Ten of the 15 recommended HRAs have previously received POHP funding. Five of the 15 recommended HRAs have never received POHP funding.

Minnesota Housing staff presented the idea of a more concept-based application to the board in August 2017 and subsequently presented a final POHP concept-based application and POHP 2017 program guide in October of the same year. Because applications are concept-based, selected applicants only have preliminary construction and development costs at this time; Minnesota Housing program staff and staff architects will work closely with selected applicants to refine their project scope of work and will require certain applicants to engage a professional architect and/or engineer based on their specific scope of work. Agency staff will also review and approve final development budgets, including funds reserved for construction contingency. Given this revised approach, staff withheld a limited amount of funds to account for potential cost increases as a result of changes in scope of work or increased professional fees.

Since POHP loans are funded by proceeds from state GO bonds, Minnesota Housing staff assessed POHP applications to ensure that the proposed renovations were of a capital nature, as required by Minnesota's statutes section §16A.695. Items that meet this threshold include a significant building system or systems that is/are either failing or near the end of their intended useful life.

Along with this threshold, Minnesota Housing staff reviewed and ranked applications based on the amount of work that fell into one of the following four categories:

- a) Life Safety (e.g., fire alarm panels, fire suppression systems)
- b) Critical Physical Need (e.g., failing boilers, elevators and/or roofs)
- c) Energy and Resource Conservation Improvements (e.g., lighting, water conservation measures)
- d) Accessibility Improvements (e.g., unit improvements; common area improvements, including building access; parking areas)

POHP scoring was based on eligible costs, costs that met a POHP priority as previously mentioned, as well as the immediacy of the need. An important goal in making selection recommendations was to fund work scope items that were in worst condition and that had the most time-critical need among all applications. Some recommendations were modified to remove items that were eligible but less critical compared to other applications; therefore, each funding recommendation is based upon both objective and comparative analyses.

The POHP loan is structured as a 20 year forgivable loan, with a 35 year compliance period. Annual compliance reporting is required.

#### 2018 POHP Application Summary and Process

Applications Received	Applications Recommended for Funding	Applicants Recommended for Waiting List*	Applications Not Recommended
23 developments submitted by 20 HRAs	16 developments selected (4 of which are partial awards of the amount requested)	3 developments on the waiting list  2 of the partially awarded developments are on the waiting list for the remainder of their request.	4 developments
1,847 housing units	1,380 housing units	242 housing units	225 housing units
\$12.3 million requested	\$7.6 million recommended	\$2.2 million recommended if additional funds become available	\$1.6 million requested but not recommended for selection
<ul style="list-style-type: none"> <li>4 metro developments (17%)</li> <li>19 Greater Minnesota developments (83%)</li> </ul>	<ul style="list-style-type: none"> <li>3 metro developments (19%)</li> <li>13 Greater Minnesota developments (81%)</li> </ul>	<ul style="list-style-type: none"> <li>2 metro developments (40%)</li> <li>3 Greater Minnesota developments (60%)</li> </ul>	<ul style="list-style-type: none"> <li>1 metro development (25%)</li> <li>3 Greater Minnesota developments (75%)</li> </ul>

**\*NOTE:** Regarding applications placed on the waiting list, all five developments met the threshold regarding rehabilitation of a capital nature. In addition, their proposed work was documented and fell into one of the four work categories listed above. Staff determined that a waiting list was the most efficient way to handle projects that would have been funded if additional funds were available. Staff will work with the five wait-listed HRA's individually to determine project feasibility and readiness to proceed in order to prioritize full or partial funding based on the amount of GO Bonds that become available.

POHP program staff and/or a loan processor or underwriter from the multifamily production area reviewed all developments for:

- Compliance with POHP program statutes, rules and priorities
- Overall project feasibility
- Demonstration of financial need
- Organizational capacity

Minnesota Housing architectural staff reviewed the proposed work scopes, taking the following into consideration:

- HRA work scope priorities
- Critical health and safety requests
- Water and energy conservation measures to reduce operating expenses
- Accessibility improvements
- Immediacy of need
- Consequences of work not being completed

The proposals recommended for selection are set forth on the following pages.



**2018 POHP Selection Recommendations**

04/25/2019

<b>D #</b>	<b>Applicant</b>	<b>Development</b>	<b>City</b>	<b>Units</b>	<b>Recommended Award</b>
7778	Alexandria HRA	Viking Towers	Alexandria	106	\$ 1,897,955
8174	Detroit Lakes HRA	Pleasant View Apts.	Detroit Lakes	60	\$ 423,009
8062	Duluth HRA	Ramsey Manor	Duluth	102	\$ 461,437
5973	HRA of Luverne	Blue Mound Tower	Luverne	70	\$ 481,710
7616	Hibbing HRA	1 <sup>st</sup> Avenue Apts.	Hibbing	60	\$ 192,453
7801	Kandiyohi County HRA	Lakeview Highrise	Willmar	127	\$ 397,000
7802	Le Sueur HRA	Hillside Court Apts.	Le Sueur	48	\$ 814,239
8050	Minneapolis PHA	Cedar High Apts.	Minneapolis	116	\$ 445,750
7619	Minneapolis PHA	Lyndale Manor	Minneapolis	239	\$ 400,000
8048	Moorhead PHA	Sharp View Apts.	Moorhead	46	\$ 84,816
8049	Mountain Lake HRA	Laker Apts.	Mountain Lake	42	\$ 191,660
8065	Pine City HRA	Hillside Court Apts.	Pine City	34	\$ 57,664
7817	St. Paul PHA	Front Hi-Rise	St. Paul	151	\$ 1,000,000
7618	SEMMCHRA	Maple Grove Apartments Bldg. B	Wabasha	24	\$ 103,950
6180	Sleepy Eye HRA	Ross Park Apts.	Sleepy Eye	45	\$ 101,552
5976	Virginia HRA	Pine Mill Court	Virginia	110	\$ 615,000
<b>TOTAL:</b>	<b>15</b>	<b>16</b>		<b>1,380</b>	<b>\$ 7,668,195</b>

**Waiting List**

<b>D #</b>	<b>Applicant</b>	<b>Development</b>	<b>City</b>	<b>Units</b>	<b>Recommended Award</b>
8178	Austin HRA	Pickett Place	Austin	100	\$ 176,657
7831	Big Stone County HRA	Lakeside Apartments	Ortonville	42	\$ 182,000
7619	Minneapolis PHA	Lyndale Manor*	Minneapolis	NA	\$ 407,016
7630	Red Wing HRA	Jordan Tower I	Red Wing	100	\$ 507,889
7817	St. Paul PHA	Front Hi-Rise*	St. Paul	NA	\$ 1,000,000
<b>TOTAL:</b>	<b>5</b>	<b>5</b>		<b>242</b>	<b>\$ 2,273,562</b>

**\*NOTE:** Both Minneapolis's Lyndale Manor and the St. Paul HRA's Front Hi-Rise development were split into two separate awards because of the size of the requests and the scale of the work involved.

**MINNESOTA HOUSING FINANCE AGENCY  
400 Wabasha Street North, Suite 400  
St. Paul, Minnesota 55102**

**RESOLUTION NO. MHFA 19-XXXX  
RESOLUTION APPROVING MORTGAGE LOAN COMMITMENTS  
PUBLICLY OWNED HOUSING PROGRAM (POHP)**

WHEREAS, the Minnesota Housing Finance Agency (Minnesota Housing) received applications to provide loans from state General Obligation (GO) bond proceeds for the purpose of addressing critical health and safety needs and to fund conservation measures for public housing developments occupied by persons and families of low- and moderate-incomes; and

WHEREAS, Minnesota Housing staff has determined that 16 such developments are eligible applicants under the Minnesota Housing's rules, regulations, and policies; that such loans are not otherwise available, wholly or in part, from private lenders upon equivalent terms and conditions; and that the rehabilitation of the developments will assist in fulfilling the purpose of Minn. Stat. Ch. 462A;

**NOW THEREFORE, BE IT RESOLVED:**

1. The Board hereby authorizes Minnesota Housing staff to enter into loan agreements and to make loans using state GO bond proceeds to the following 16 developments, in the amounts and in compliance with the conditions set forth below:

<b>D #</b>	<b>Applicant</b>	<b>Development</b>	<b>Recommended Award</b>
7778	Alexandria HRA	Viking Tower	\$ 1,897,955
8174	Detroit Lakes HRA	Pleasant View	\$ 423,009
8062	Duluth HRA	Ramsey Manor	\$ 461,437
5973	HRA of Luverne	Blue Mound Tower	\$ 481,710
7616	Hibbing HRA	1 <sup>st</sup> Ave. Apts.	\$ 192,453
7801	Kandiyohi County HRA	Lakeview Highrise	\$ 397,000
7802	LeSueur HRA	Hillside Court Apts.	\$ 814,239
8050	Minneapolis PHA	Cedar High Apts.	\$ 445,750
7619	Minneapolis PHA	Lyndale Manor	\$ 400,000
8048	Moorhead PHA	Sharp View Apts	\$ 84,816
8049	Mountain Lake HRA	Lake Apts.	\$ 191,660

D #	Applicant	Development	Recommended Award
8065	Pine City HRA	Hillside Court Apts.	\$ 57,664
7817	St. Paul PHA	Front Hi-Rise	\$ 1,000,000
7618	SEMMCHRA	Maple Grove Bldg. B	\$ 103,950
6180	Sleepy Eye HRA	Ross Park Apts.	\$ 101,552
5976	Virginia HRA	Pine Mill Court	\$ 615,000
<b>TOTAL:</b>	<b>15</b>	<b>16</b>	<b>\$ 7,668,195</b>

2. The Board hereby authorizes Minnesota Housing staff to enter into loan agreements and to make loans using state GO bond proceeds to the following five developments, if additional state GO bond proceeds become available by either legislative action or costs savings from current POHP projects, along with conditions set forth below:

#### Waiting List

D #	Applicant	Development	Recommended Award
8178	Austin HRA	Pickett Place	\$ 176,657
7831	Big Stone County HRA	Lakeside Apartments	\$ 182,000
7619	Minneapolis PHA	Lyndale Manor	\$ 407,016
7630	Red Wing HRA	Jordan Tower I	\$ 507,889
7817	St. Paul PHA	Front Hi-Rise	\$ 1,000,000
<b>TOTAL:</b>	<b>5</b>	<b>5</b>	<b>\$ 2,273,562</b>

3. Conditions of lending:

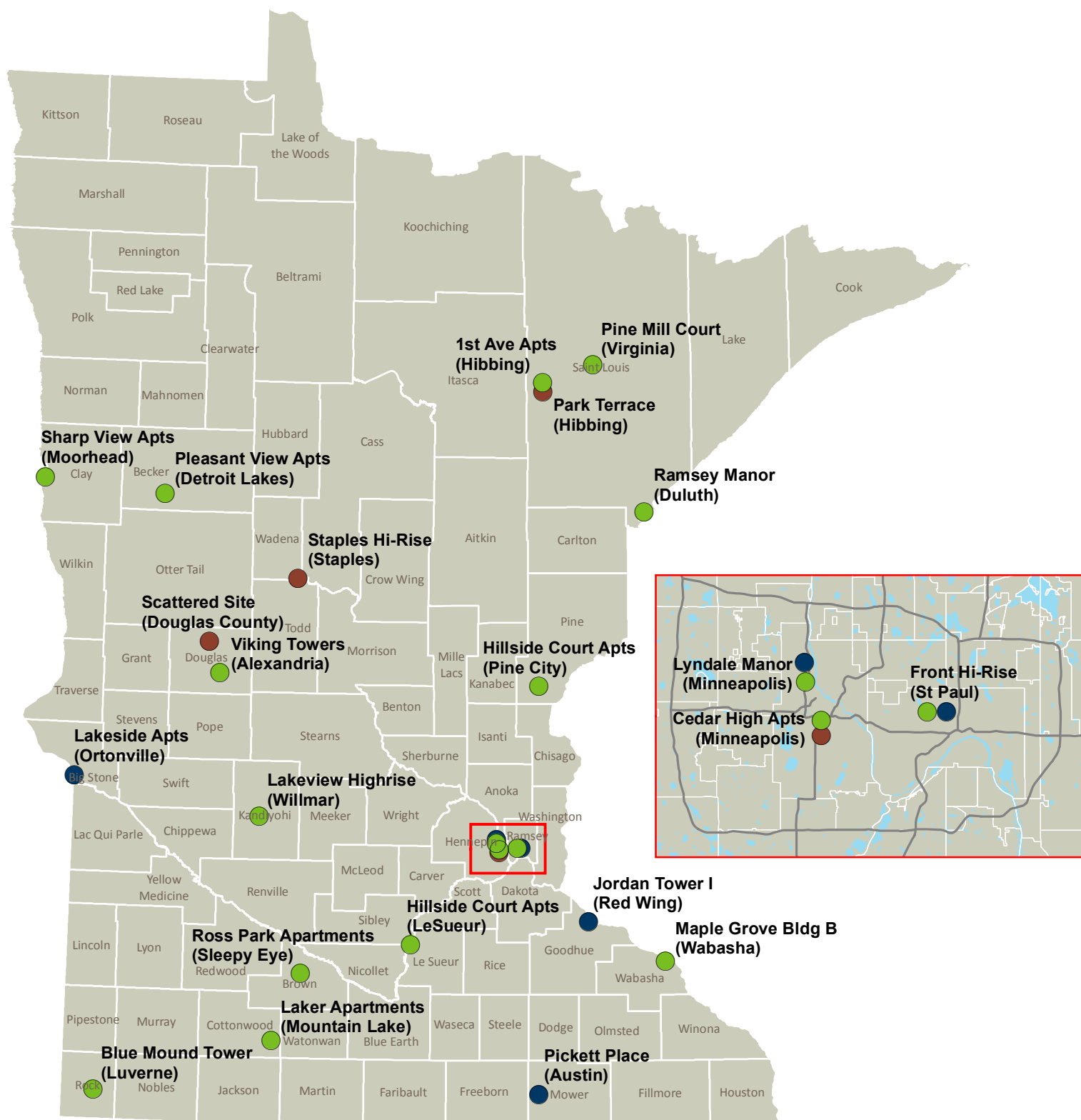
- a) The issuance of a loan commitment in form and substance acceptable to Minnesota Housing staff and the closing of the loans shall occur no later than 20 months from the adoption date of this resolution. If a development elects the End Loan Commitment, the End Loan Commitment shall occur no later than 20 months from the adoption date of this resolution, construction shall occur no later than 20 months from the adoption date of this resolution, and construction of the development shall be completed within 18 months from the date of End Loan Commitment; and

- b) The interest rate on each loan shall be 0 percent; the maturity date of the loan shall be 20 years from the date of closing, at which time the loan may be forgiven; and
- c) POHP loan commitments, and any future commitments, are subject to the ability of the state of Minnesota to sell GO bonds on terms and conditions and in a time and manner acceptable to the state; and
- d) The mortgagors and such other parties as Minnesota Housing staff in their sole discretion deem necessary shall execute all such documents relating to said loans.

Adopted this 25th day of April 2019

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CHAIRMAN



● Selected for Funding ● Waiting List ● Non-Select



**Item:** Approval, Selection and Commitment, 2019 Housing Tax Credit (HTC) Program – Round 2 and Selection and Commitment of a Preservation Affordable Rental Investment Fund (PARIF) Loan

**Staff Contact(s):**

William Price, 651.296.9440, [william.price@state.mn.us](mailto:william.price@state.mn.us)

**Request Type:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Approval   | <input type="checkbox"/> No Action Needed |
| <input checked="" type="checkbox"/> Motion     | <input type="checkbox"/> Discussion       |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Information      |

**Summary of Request:**

Staff requests the following approval to the 2019 HTC Round 2 Funding Round:

- Adoption of a resolution authorizing the allocation of federal Low-Income Housing Tax Credits (HTC). Approval includes the selection and reservation/increased reservation of HTC for Round 2 of the 2019 HTC Program year, and as credits become available and subject to final review, the authorization of the selection of projects on the waiting list.
- Adoption of a resolution approving a selection and commitment of financing under the Preservation Affordable Rental Investment Fund (PARIF) program for one of the HTC selections.

**Fiscal Impact:**

Housing tax credits are a federal resource and do not directly impact Minnesota Housing's financial condition. PARIF is a state appropriated resource, provided in the form of loans, and does not earn interest for the Agency.

**Meeting Agency Priorities:**

- ☒ Address Specific and Critical Local Housing Needs
- ☐ Finance Housing Responsive to Minnesota's Changing Demographics
- ☒ Preserve Housing with Federal Project-Based Rent Assistance
- ☒ Prevent and End Homelessness
- ☐ Reduce Minnesota's Racial and Ethnicity Homeownership Disparity

**Attachment(s):**

- Background
- Predictive Model
- 2019 HTC Round 2
- 2019 HTC Round 2 Development Summaries
- Resolutions

**Background:**

Minnesota Housing received applications for the final 2019 Housing Tax Credits (HTC) application round (Round 2) on January 31, 2019. In Round 2, applications are selected without regard to geographic distribution. Projects that have previously received an allocation of HTC and have a shortfall of at least five percent, but not more than 33.33 percent, of the total qualified annual HTC amount have a supplemental priority over other applications.

In the 2019 HTC Round 1, a total of \$12,319,797 in HTC was allocated against a total Round 1 Minnesota Housing HTC availability of \$12,413,026. The total HTC availability for the Minnesota Housing's 2019 HTC program is currently \$12,843,044, based upon an initial adjustment to the per capita rate of \$2.76 and an IRS population update to 5,611,179. A total of \$523,247, as detailed below, is currently available for Round 2.

2019 Round 1 Remaining Balance	Increase Due to Update to Per Capita Rate	Increase Due to IRS Update to Population	Returned Tax Credits	National Pool	2019 Current Balance (available for Round 2)
\$ 93,229	\$ 313,684	\$ 116,334	\$ 0	Not Released by IRS	\$ 523,247

Included in the current Round 2 balance is \$93,229 of the Rural Development (RD) set-aside remaining from Round 1. Projects with either an RD financing commitment or a site located in an RD service area and consisting of 12 or fewer units are eligible for the set-aside.

The population update from the IRS was received during the selection process. In May 2019, Minnesota Housing will apply for HTC from the National Pool. Due to per capita and state allocation variables, it is not currently possible to estimate the HTC amount that may be available from the National Pool. Minnesota Housing may also allocate all unused and/or returned HTC from previously allocated projects returned to the Agency prior or after October 1, 2019, in accordance with the requirements of Internal Revenue Code Section 42.

Proposals submitted to Minnesota Housing were ranked in accordance with the selection criteria outlined in the 2019 Housing Tax Credit Qualified Allocation Plan (QAP). The highest ranking applications were extensively reviewed by a team of staff underwriters, architects, asset managers, and housing stability officers for:

- Consistency with Minnesota Housing's mission and strategic priorities
- Compliance with statutes and HTC program guidelines
- Consistency with HTC program priorities
- Financial feasibility, market need, architectural quality, and overall development team capacity

Minnesota Housing received eight applications requesting a total of \$2,702,257 in Round 2 HTC. Five of the nine applications had previously received HTC awards either from Minnesota Housing or from one of five suballocators. Of those five applications, four (Connex, The Crossing Phase II, Wexford Place and Amber Apartments) qualified for the Round 2 supplemental request priority described above. One application, Brooten Area Housing, met the eligibility requirements of the RD set-aside. All applications were ranked in accordance with the selection criteria outlined in the 2019 HTC Qualified Allocation Plan



(QAP). In accordance with the 2019 QAP, one of the applications did not meet financial feasibility requirements and readiness to proceed.

A total of \$317,967 in HTC is recommended for the supplemental applications Connex and The Crossing Phase II. A total of \$93,000 in tax credits from the RD set-aside is recommended for Brooten Area Housing. The proposed Round 2 HTC allocations will leave an HTC balance of \$112,280. Any additional returned tax credits and/or National Pool credits will be combined with the remaining balance for potential allocation to proposals placed on the 2019 waiting list as set forth in the HTC QAP. The proposals recommended for placement on the waiting list have received preliminary reviews and are subject to final reviews in order to receive an award of tax credits.

Staff's recommendations for 2019 Round 2 HTC selections are summarized on the 2019 HTC Round 2 attachment.

### **Deferred Loans**

One development, Brooten Area Housing, is also recommended for selection and commitment of a \$1,300,000 loan funded through the Preservation Affordable Rental Investment Fund (PARIF). A portion of the loan may amortize. The PARIF loan will be funded through existing state appropriations and does not require any additional appropriation.

**Predictive Model**

Minnesota Housing staff analyzes all proposals on total development cost (TDC) and per unit cost basis using a predictive cost model. Minnesota Housing's research division developed this model as a method to identify proposals having higher than expected costs. Staff works with applicants to understand and mitigate high costs, but when they are above the predictive cost model, staff follows the Board-approved policy that requires them to provide to the Board the rationale for recommending proposals that exceed the predictive cost model estimate by greater than 25 percent.

**The Crossing Phase II**

The budgeted TDC per unit of \$294,151 is 32.2 percent over the \$222,431 estimate from the predictive cost model. A staff architect reviewed the costs in more detail and attributed the large underground garage to be at least part of the reason for the high costs and therefore found the budgeted costs to be reasonable. Research staff also believes that the large size of the underground garage contributes to the higher than expected costs. In addition, Minnesota has not financed many townhouse developments in Greater Minnesota in recent years. The data used to develop the predictive cost model may not have the most up-to-date cost information for townhouses in these areas. Research staff used data from RSMeans (a provider of industry-wide cost data) and found that RSMeans' construction costs for townhouse projects in areas similar to Big Lake are higher than the construction costs from the predictive cost model. Using RSMeans' construction cost data increases the predicted TDC per unit to \$239,622. When using RSMeans' data, the budgeted TDC per unit of \$294,151 is 22.8 percent above the predicted costs.

In June 2018, the Crossing Phase II was selected for a first mortgage under Minnesota Housing's Low and Moderate Income Rental (LMIR) program. Projects selected for a LMIR first mortgage undergo underwriting and technical review and must receive Board approval for final loan commitment. Selection of Round 2 HTC is conditioned upon the budgeted TDC being brought under predictive cost model prior to final board commitment of the LMIR first mortgage. If costs at that time remain in excess of the model, a Board waiver will be required.

**2019 HTC Round 2**

<b>Selection Summary</b>		
<b>Project Number</b>	<b>Project Name</b>	<b>HTC Awarded</b>
M18052	Connex, Saint Michael	\$ 194,440
M18066	The Crossing Phase II, Big Lake	\$ 123,527
M18056	Brooten Area Housing, Brooten	\$ 93,000
	<b>Total Credits Requested</b>	<b>\$ 410,967</b>

<b>2019 Waiting List*</b>		
<b>Project Number</b>	<b>Project Name</b>	<b>HTC Requested</b>
M18065	Wexford Place, Rosemount	\$ 292,850
M18069	The Mill Townhomes, Staples	\$ 17,532
M18054	Maplewood Gardens, Maplewood	\$ 625,000
M18064	Decker Dwellings, Duluth	\$ 1,053,823
	<b>Total Credits Requested</b>	<b>\$ 1,989,205</b>

<b>Non-Selected Applications</b>		
<b>Project Number</b>	<b>Project Name</b>	<b>HTC Requested</b>
M18068	Amber Apartments, Minneapolis	\$ 241,525

\*Staff has not completed final market or feasibility reviews for the waiting list projects; only preliminary market and feasibility reviews have been completed for these projects at this time. The projects are listed in the order they would be further evaluated for underwriting, market and financial feasibility if additional HTC become available. Following these reviews, if a project fails to meet the required underwriting, market and feasibility review standards, funding consideration will move to the next eligible project on the list.

**Connex**

Developer	St. Michael Development Group, LLC
Location	St. Michael
Property Number (D#)	D8138
Project Number	M18052

**Project Description**

Connex Apartments involves the new construction of a 48 unit development in St. Michael, MN. It is a 3-story elevator building with 10 one-bedroom, 23 two-bedroom, and 15 three-bedroom units. Five (5) units (HPH) benefit from Housing Support rental assistance.

The development serves an important policy goal of addressing Greater Minnesota Workforce Housing, planned community development, permanent supportive housing.

**Cost Containment**

- The budgeted TDC per unit of \$226,351 is 4.53% percent above the \$216,535 predictive model estimate.
- The development received 6 HTC points for claiming cost containment points.

**Populations Served**

The development will provide housing for families, singles, and homeless.

Tenant households will have household incomes at or below 30% of MTSP and 60% of MTSP.

Five units will serve high priority homeless (HPH) and will assisted by Housing Support (HS) rents assistance.

**Capital Sources of Funding**

<u>Name of Source</u>	<u>Award Amount</u>
General Partner Cash	\$745
Deferred Developer Fee	\$493,920
Syndication Proceeds	\$6,626,976
Energy Rebates	\$7,200
Total Permanent Financing	\$10,864,841
First Mortgage	\$3,736,000

**Selected Applications: April 25, 2019**
**Brooten Area Housing**

Developer	D. W. Jones, Inc.
Location	Brooten
Property Number (D#)	D5780
Project Number	M18056

**Project Description**

Brooten Area Housing involves the acquisition and substantial rehabilitation of a 24-unit development in Brooten. It consists of a 2-story walk-up building with 2 one-bedroom and 14 two-bedroom units, and a 1-story apartment building with 8 one-bedroom units. Twenty of the units currently benefit from project-based Rural Development (RD) rental assistance, and the project has been approved for an additional 3 units of RD rental assistance.

The development serves the important policy goal of addressing preservation of federally assisted properties.

**Cost Containment**
**Primary Project Financing Structure:**

The budgeted TDC per unit of \$103,623 is 26.6% below the \$141,116 predictive model estimate.

The development received 6 HTC points for claiming cost containment points.

**Populations Served**

The development will provide housing for small families, singles, single heads of household families, and physically disabled.

The households will have incomes at or below 60% of MTSP, except for one employee occupied unit; Twenty of the units currently benefit from project-based Rural Development rental assistance, and the project has been approved for an additional 3 units of RD rental assistance.

**Capital Sources of Funding**

<u>Name of Source</u>	<u>Award Amount</u>
Deferred Developer Fee	\$56,346
Syndication Proceeds	\$762,524
Deferred Loan Request	\$1,300,000
Energy Rebates	\$1,630
Assumption of RD First Mortgage	\$359,658
Total Permanent Financing	\$2,486,963
Existing Reserves and Operating to Buyer	\$6,805

### The Crossing Phase II

Developer	Duffy Development Co
Location	Big Lake
Property Number (D#)	D7994
Project Number	M18066

### Project Description

The Crossing Phase II involves new construction of a 38 unit, 2 building development in Big Lake. There are 36 two-story townhomes and 2 one-story accessible townhome units. The development has 74 underground garage stalls. There are 20 two bedroom, 16 three bedroom and 2 four bedroom units.

The development serves an important policy goal of addressing access to fixed transit and Greater Minnesota Workforce Housing.

### Cost Containment

#### Primary Project Financing Structure:

The budgeted TDC per unit of \$294,151 is 32.2% over the \$222,431 estimate from the predictive cost model. A staff architect reviewed the costs in more detail, attributed partially, the large underground garage to the high costs, and found the budgeted costs to be reasonable. Research staff believes that the large size of the underground garage contributes to the higher than expected costs. In addition, Minnesota has not financed many townhouse developments in Greater Minnesota in recent years. The data used to develop the predictive cost model may not have the most up-to-date cost information for townhouses in these areas. Research staff used data from RSMeans (a provider of industry-wide cost data) and found that RSMeans' construction costs for townhouse projects in areas similar to Big Lake are higher than the construction costs from the predictive cost model. Using RSMeans construction cost data increases the predicted TDC per unit to \$239,622. Using that data, the budgeted TDC per unit of \$294,151 is 22.8% above the predicted costs.

The development did not claim cost containment points.

### Populations Served

The development will provide housing for families and homeless.

The households will have incomes at or below 60% MTSP; 4 units will serve households who have experienced homelessness.

### Capital Sources of Funding

<u>Name of Source</u>	<u>Award Amount</u>
General Partner Cash	\$898
Syndication Proceeds	\$7,933,578
Energy Rebates	\$18,515
Synd Proceed - HTC Round 2 Request	\$1,123,983
Total Permanent Financing	\$10,657,975
FUNDING GAP REMAINING	\$519,781
Minnesota Housing First Mortgage	\$1,581,000

**MINNESOTA HOUSING FINANCE AGENCY  
400 Wabasha Street North, Suite 400  
St. Paul, Minnesota 55102**

**RESOLUTION NO. MHFA 19-xxxx**

**RESOLUTION RESERVING FEDERAL LOW INCOME HOUSING  
TAX CREDITS FOR CALENDAR YEAR 2019 TO CERTAIN  
QUALIFIED LOW INCOME HOUSING PROJECTS  
2019 - ROUND 2**

WHEREAS, in accordance with the Tax Reform Act of 1986 and the provisions of Minnesota Statutes Sections 462A.221-462A.225, the Minnesota Housing Finance Agency (Agency) has received applications as a duly designated housing tax credit agency for allocations to certain projects of Low Income Housing Tax Credits provided by Section 42 of the Internal Revenue Code of 1986 (the Code); and

WHEREAS, Agency staff has applied to said applications the criteria set forth for selection in the Agency's Qualified Allocation Plan (QAP) and procedural manual for the Low Income Housing Tax Credit Program (Manual), duly adopted by the Agency for 2019; and

WHEREAS, Agency staff has determined to reserve, for future allocation, portions of the state ceiling of the Low Income Housing Tax Credits to the projects identified below, pending final staff review and delivery by the applicants of additional certifications and information required for the Agency's issuance of such allocations.

WHEREAS, upon meeting the requirements for allocation contained in the Agency's QAP and Manual, Agency staff recommends allocating additional portions of the state ceiling of Low Income Housing Tax Credits to the projects as follows:

**Developments Receiving Additional Housing Tax Credits**

<b>Project #</b>	<b>Project Name</b>	<b>Funding Source</b>	<b>\$ Awarded</b>
M18052	Connex, Saint Michael	9% Housing Tax Credits	\$ 194,440
M18066	The Crossing Phase II, Big Lake	9% Housing Tax Credits	\$ 123,527
<b>Total Credits Awarded:</b>			<b>\$ 317,967</b>

**Developments Receiving a New Award of Housing Tax Credits**

<b>Project #</b>	<b>Project Name</b>	<b>Funding Source</b>	<b>\$ Awarded</b>
M18056	Brooten Area Housing, Brooten	9% Housing Tax Credits	\$ ,000
<b>Total Credits Awarded:</b>			<b>\$ 93,000</b>

**Developments on the 2019 Waiting List**

<b>Project #</b>	<b>Project Name</b>	<b>Funding Source</b>	<b>\$ Requested</b>
M18065	Wexford Place, Rosemount	9% Housing Tax Credits	\$ 292,850
M18069	The Mill Townhomes, Staples	9% Housing Tax Credits	\$ 17,532
M18054	Maplewood Gardens, Maplewood	9% Housing Tax Credits	\$ 625,000
M18064	Decker Dwellings, Duluth	9% Housing Tax Credits	\$ 1,053,823
<b>Total Credits Requested:</b>			<b>\$ 1,989,205</b>

**NOW, THEREFORE, BE IT RESOLVED:**

1. THAT staff is hereby authorized to make the Low Income Housing Tax Credits reservation for the above developments in the amounts shown for calendar year 2019 of the Low Income Housing Tax Credit program year, upon compliance with all of the requirements contained in the QAP and Manual; and
2. THAT, staff is authorized to allocate the portions of the state of Minnesota's ceiling of Low Income Housing Tax Credits to the developments identified above in the amounts shown, subject to adjustments in accordance with the QAP and Manual; and
3. THAT, notification letters concerning the above be forwarded to the approved applicants.

Adopted this 25<sup>th</sup> day of April 2019

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CHAIRMAN



**MINNESOTA HOUSING FINANCE AGENCY  
400 Wabasha Street North, Suite 400  
St. Paul, Minnesota 55102**

**RESOLUTION NO. MHFA 19-xxxx**

**RESOLUTION APPROVING MORTGAGE LOAN COMMITMENT  
PRESERVATION AFFORDABLE RENTAL INVESTMENT FUND (PARIF) PROGRAM**

WHEREAS, the Minnesota Housing Finance Agency (Agency) has received an application to provide construction and permanent financing for a multiple unit housing development to be occupied by persons and families of low- and moderate-income, as follows:

Name of Development:	Brooten Area Housing
Owner/Mortgagor:	Brooten Housing LLLP
Sponsor:	D.W. Jones, Inc.
Location of Development:	Brooten
Number of Units:	24
Estimated Total Development Cost:	\$2,486,963
Amount of PARIF Loan:	up to \$1,300,000

WHEREAS, Agency staff has determined that such applicant is an eligible sponsor under the Agency's rules; that such permanent mortgage loan is not otherwise available, wholly or in part, from private lenders upon equivalent terms and conditions; and that the construction of the development will assist in fulfilling the purpose of Minn. Stat. ch. 462A; and

WHEREAS, Agency staff has reviewed the application and found the same to be in compliance with Minn. Stat. ch. 462A and the Agency's rules, regulations and policies.

**NOW THEREFORE, BE IT RESOLVED:**

THAT, the Board hereby authorizes Agency staff to issue a commitment to provide a construction and permanent mortgage loan to said applicant from PARIF program funds for the indicated development, upon the following terms and conditions:

1. The amount of the total PARIF loan shall be up to \$1,300,000; and
2. The mortgagor must agree with the terms set forth in the Agency term letter; and
3. The mortgagor shall execute documents embodying the above in form and substance acceptable to Agency staff, and the closing of the loans shall occur no later than 20 months from the adoption date of this Resolution; and

4. In accordance with subd. 39 of Minn. Stat. § 462A.05, and the rider to the appropriation providing funds to the program, the mortgagor will enter into a covenant running with the land requiring the owner to maintain the Rental Assistance Agreement for the term of the PARIF loan, and to agree to accept such assistance for so long as it is made available to the development, and providing the right of first refusal to a non-profit or local unit of government should the owner receive a viable purchase offer during the term of the loan; and
5. The sponsor, the builder, the architect, the mortgagor and such other parties as Agency staff, in their sole discretion deem necessary, shall execute all such documents relating to said loan, to the security therefore, to the construction of the development, and to the operation of the development.

Adopted this 25<sup>th</sup> day of April 2019.

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CHAIRMAN



**Board Agenda Item: 7.E**  
**Date: 4/25/2019**

**Item:** Approval, Selection and Commitment, Family Homeless Prevention and Assistance Program Funds

**Staff Contact(s):**

Diane Elias, 651.284.3176, diane.elias@state.mn.us

Joel Salzer, 651.296.9828, joel.salzer@state.mn.us

**Request Type:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Approval   | <input type="checkbox"/> No Action Needed |
| <input checked="" type="checkbox"/> Motion     | <input type="checkbox"/> Discussion       |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Information      |

**Summary of Request:**

Staff requests adoption of the attached resolution authorizing \$19,276,389 in Family Homeless Prevention and Assistance Program (FHPAP) funds. This amount reflects not only the amount authorized by the Legislature (\$17,038,000), but an additional quarter of funds plus a small amount of uncommitted funds from the prior biennium. These funds will allow Minnesota Housing to execute contracts with 20 grantees to provide supportive services and direct financial assistance to populations throughout the state of Minnesota.

**Fiscal Impact:**

The FHPAP program is funded by state appropriations and individual awards are structured as grants, which do not earn any interest for the Agency.

**Meeting Agency Priorities:**

- ☐ Address Specific and Critical Local Housing Needs
- ☐ Finance Housing Responsive to Minnesota's Changing Demographics
- ☐ Preserve Housing with Federal Project-Based Rent Assistance
- ☒ Prevent and End Homelessness
- ☐ Reduce Minnesota's Racial and Ethnicity Homeownership Disparity

**Attachment(s):**

- Background
- Resolution

**Background:**

**Program Overview:** In 1993, the Minnesota Legislature established the Family Homeless Prevention and Assistance Program (FHPAP) to assist families who are homeless or at imminent risk of homelessness. The program goals aim to prevent homelessness, minimize periods of homelessness and eliminate repeat episodes of homelessness. The 1995 Minnesota Legislature expanded eligibility for the FHPAP program to include single adults and youth. Tribal nations became eligible applicants in 2016.

Minnesota statute (462A.204) outlines program requirements, including that each grantee establish an advisory committee. The advisory committee requires membership from homeless advocate organizations, service providers, homeless or formerly homeless persons, and state staff who are part of the Minnesota Interagency Council on Homelessness. Other members may include landlords, and individuals from law enforcement, faith based organizations and counties. In addition to helping the grant administrator implement and monitor an FHPAP project in their local community, advisory committees often tackle other community issues related to homelessness to reduce barriers and increase access to housing.

In the metro area, counties are eligible to apply for funding. In Greater Minnesota, eligible entities include tribal nations, counties, a group of contiguous counties, and nonprofit organizations who have secured county board approval to administer the program for all counties in the service area. FHPAP funds are used for supportive services and direct financial assistance to prevent homelessness or re-house homeless households as quickly as possible. Services include case management and housing location (assistance to find housing). Direct financial assistance includes short-term rental assistance, security deposits, utility assistance and transportation assistance.

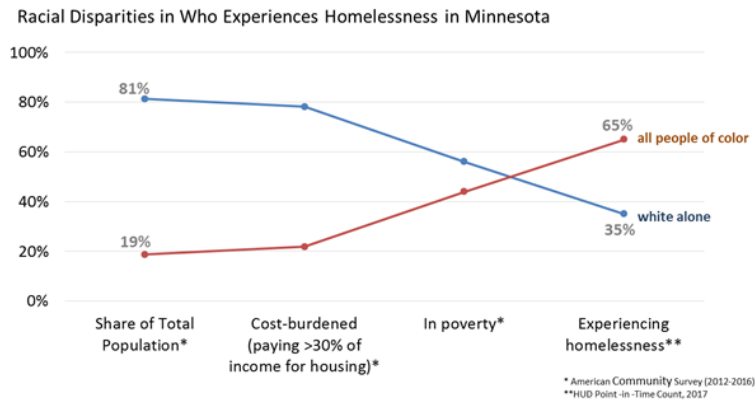
**Program Performance:** Data for the program is collected through the Homeless Management Information System (HMIS). The number of households served has decreased over the past few biennia due to the program intentionally allowing rapid re-housing to be an eligible activity despite its higher cost than other activities. The U.S. Department of Housing and Urban Development (HUD) has identified rapid re-housing as a promising practice to reduce homelessness and strongly encourages communities to use this model when appropriate. In particular, this strategy allows FHPAP funds to be used on households with higher barriers, including households who are deemed eligible for supportive housing but where no units are available.

From July 1, 2017 to December 31, 2018, FHPAP served 7,282 households. Of these, 79 percent were stably housed at exit. The follow table demonstrates the percent stably housed at exit over the past few biennia. Despite serving households with higher barriers, the stably housed percentage has remained relatively steady.

Percent of FHPAP households stably housed at exit:

18-month Report	% Stably Housed at Exit
2018-19	79%
2016-17	80%
2014-15	77%
2012-13	78%
2010-11	78%

For this upcoming biennium, we will begin to track performance by race and ethnicity in order to increase equitable outcomes. This will be the first biennium we will be analyzing data in this manner. We will use this biennium to establish benchmarks and we will work together with our HMIS administrator and grantees to implement the evaluation of these outcomes. Current research indicates that people of color make up about 19 percent of Minnesota's population, but they represent 65 percent of homeless households.



We also requested that applicants address issues of serving disparately impacted populations as part of their application narrative.

**Request for Proposals:** Funds are for a biennial period that begins July 1, 2019 and ends June 30, 2021. The base biennial budget for FHPAP is \$17,038,000, and this award is contingent upon both the Legislature providing at least this amount of funding in the biennial budget as well as actual receipt by Minnesota Housing of annual appropriated funds. Also, additional funding of \$2,238,389 (for a total of \$19,276,389) is anticipated to cover funding for the first quarter of the subsequent biennium, for which the same contingencies apply. This amount is from the additional quarter of funds and a small amount of uncommitted funds from the prior biennium. The start date going forward will be September 1<sup>st</sup> which aligns with the Housing Trust Fund program. Both programs are working on how to more effectively target their resources to increase housing stability.

Minnesota Housing's multifamily division issued the FHPAP Request for Proposals (RFP) on January 2, 2019, and applications were due on February 13, 2019. Twenty-one proposals were received in response to the RFP; however, one applicant was not eligible to apply as they were proposing service delivery in the metro area, and the applicant was not a county. The remaining 20 applicants were prior grant administrators for the program. Six of the 20 eligible proposals were from the Twin Cities metropolitan area (encompassing all seven counties), and fourteen proposals were from Greater Minnesota. The total amount requested was \$27,297,898. The applications also include 58 subgrantees that will help carry out the work of the grant applicant.

**Scoring Methodology:** FHPAP funds have historically been split between the metropolitan area and Greater Minnesota, with 55 percent of the funds allocated for the Twin Cities seven-county metropolitan area and 45 percent allocated to the balance of the state; therefore, Greater Minnesota applicants compete with each other in one pool, while metro applicants compete with each other in another pool.

<b>Application</b>	
Planning	20 points
Project Design	25 points
Equity	10 points
Collaboration	5 points
Preliminary Practice Model	5 points
<b>Performance/Capacity</b> History of performance from previous and current grant period	35 points

The application score is worth 65 points, and the performance/capacity score is worth 35 points. Minnesota grants management policies require a financial evaluation of each applicant to ensure financial stability to carry out the purpose of the grant. The evaluation reviews the overall operating deficit, deficit in unrestricted net assets or deficit in working capital. If there is a deficit, a more robust financial review is completed by our credit risk officer. All applicants passed the financial review.

Funding awards are based on classifying each applicant on two dimensions: “high performer” versus “low performer” and “previous funding being above need” versus “previous funding being below need.”

**High versus Low Performers.** Applicants are classified into two categories (High Performer or Low Performer) based on the initial score in the RFP process. This score includes both the application and performance scores. The points for each are demonstrated in the table below.

Scores from applicants are ranked and ordered from highest to lowest, and the half of applicants with the highest scores in the metro area will be high performers, and the other half will be low performers. The same process was used for Greater Minnesota applications. The scoring methodology outlines that if there is a tie with the middle scores, both applicants will be considered high performers. If the number of applications is odd, the middle applicant will be classified as a high performer.

**Above versus Below Need.** Each applicant’s share of the current statewide need for homeless prevention and assistance funding is compared with its share of the funding from the previous biennium.

- An applicant’s share of the current statewide need is based on its service area’s share of Minnesotans who are (1) in poverty, (2) unemployed, and (3) severely cost burdened (paying 50 percent or more of their income for rent), with each factor equally weighted. Each applicant’s share of the previous biennium’s FHPAP award is also calculated.
- Each applicant’s previous funding is then classified as “above need” or “below need.”
- “Above need” applicants received a larger percentage of the last biennium’s funding than their current share of the statewide need. “Below need” applicants received a smaller percentage of the last biennium’s funding than their current share of the statewide need.
- Although the applicant may be categorized as “above need” this does not mean that FHPAP funds alone have fulfilled the homeless need for the applicant’s service area.

The following table demonstrates likely funding scenarios for each applicant falling into specific categories:

<p><b>A. High Performer, Above Need</b></p> <ul style="list-style-type: none"> <li>• In funding years where there is no increase in FHPAP funding, the grantee may receive a decrease.</li> <li>• In funding years where there is an increase in funding, the grantee is likely to receive the amount that was awarded in the prior biennium but may also receive an increase if sufficient resources are available.</li> <li>• May receive an increase in funding if application is particularly innovative.</li> </ul>	<p><b>B. High Performer, Below Need</b></p> <ul style="list-style-type: none"> <li>• In funding years where there is no increase in FHPAP, the grantee is likely to receive at least the amount that was awarded in the prior biennium.</li> <li>• In funding years where there is an increase in funding, the grantee is likely to receive an increase.</li> <li>• A larger increase in funding may occur if the application is particularly innovative.</li> <li>• If there is an overall reduction in program funding, these applicants will be the highest priority for minimizing any funding reductions.</li> </ul>
<p><b>C. Low Performer, Above Need</b></p> <ul style="list-style-type: none"> <li>• In funding years where there is no increase in FHPAP funding, the grantee is likely to receive a decrease in funding.</li> <li>• In funding years where there is an increase in FHPAP funding, the grantee may receive a decrease or maintain the amount awarded from the prior biennium. A plan to provide the grantee with technical assistance may be considered as part of the award.</li> <li>• Award is likely to be conditional.</li> </ul>	<p><b>D. Low Performer, Below Need</b></p> <ul style="list-style-type: none"> <li>• The grantee is likely to receive neither an increase nor a decrease.</li> <li>• These applicants may be a high priority for technical assistance.</li> <li>• Funding will likely decrease if overall program funding decreases.</li> <li>• Funding may increase only if there is a large increase in overall program funding.</li> <li>• Award is likely to be conditional.</li> <li>• Applicants significantly below need may be awarded funding even if they are a low performer.</li> </ul>

Prior grant applicants received information in December to allow them to determine their share of need calculation. This information is likely used by applicants to help determine how much funding they will request from our agency. If an applicant sees they are currently receiving funding below their need, they may apply for a greater increase.

**Recommendations for Funding:** Applications were reviewed by state staff, including staff from the Department of Human Services (DHS) Office of Economic Opportunity, the DHS Community Living and Supports, the DHS Office of Indian Policy, the Office of Management and Budget, Minnesota Housing and nine community reviewers. The reviewers met March 4, 2019 to discuss proposals. Minnesota Housing staff also evaluated each applicant's performance, which was worth up to an additional 35 points. Staff then applied the scoring methodology to determine final award recommendations. As a result of the review process, all 20 applicants are being recommended for funding. Funding recommendations include increases from the last biennium for high performers below need and decreases for low performers above need. An additional \$12,389 to the Minnesota Tribal Collaborative is also recommended as they expanded their service area to include Fond Du Lac Band of Lake Superior Chippewa.

Greater Minnesota Applicant	Counties or Tribal Nations in Applicant Service Area	Applicant's Request	2018-19 Biennium (Prior Award)	Proposed Award Compared to Previous Biennium*	% change	Proposed 2020-21 Recommended Award*
Bi-CAP	Beltrami and Cass	\$ 451,377	\$ 349,560	\$ 332,082	-5%	\$ 373,592
Kootasca	Cook, Itasca, Koochiching, and Lake	\$ 562,491	\$ 414,875	\$ 394,132	-5%	\$ 443,398
Lakes and Pines	Aitkin, Carlton, Chisago, Isanti, Kanabec, Mille Lacs, and Pine	\$ 704,223	\$ 592,569	\$ 592,569		\$ 666,640
Lakes and Prairies	Clay and Wilkin	\$1,571,116	\$ 596,894	\$ 596,894		\$ 671,506
Lutheran Social Services-Brainerd	Todd, Crow Wing, and Morrison	\$1,760,929	\$ 860,904	\$ 817,858	-5%	\$ 920,091
Lutheran Social Services-Central	Benton, Sherburne, Stearns, and Wright	\$1,439,879	\$ 336,962	\$ 336,962		\$ 379,082
Mahube	Becker, Mahnomen, Hubbard, Otter Tail, and Wadena	\$ 800,000	\$ 652,871	\$ 652,871		\$ 734,479
Minnesota Tribal Collaborative	Red Lake Nation, Mille Lacs Band, Leech Lake Band, White Earth Nation, Fond Du Lac Band of Lake Superior Chippewa and Bois Forte Band.	\$ 913,819	\$ 309,122	\$ 320,134	3%	\$ 360,151
Minnesota Valley Action Council	Blue Earth, Brown, Faribault, Le Sueur, Martin, Nicollet, Sibley, Waseca and Watonwan	\$ 968,695	\$ 688,850	\$ 719,848	+5%	\$ 809,829
St. Louis	St. Louis	\$1,074,174	\$ 731,214	\$ 731,214		\$ 822,616
Three Rivers	Dodge, Freeborn, Fillmore, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, and Winona	\$1,331,357	\$ 776,118	\$ 811,044	+5%	\$ 912,424
Tri-Valley	Polk, Marshall, Norman, Pennington, Red Lake, Clearwater, Kittson, Roseau and Lake of the Woods	\$ 451,765	\$ 349,562	\$ 349,562		\$ 393,257
United CAP	Lincoln, Lyon, Jackson, Cottonwood, Redwood, Pipestone, Murray, Rock, Nobles, Kandiohi, McLeod, Meeker, and Renville, Yellow Medicine, Swift, Chippewa, Lac Qui Park, and Big Stone	\$ 1,026,321	\$ 852,131	\$ 852,131		\$ 958,674
West Central	Grant, Pope, Stevens, Traverse and Douglas	\$ 565,471	\$ 199,266	\$ 199,266		\$ 224,174
<b>TOTAL</b>		<b>\$13,621,617</b>	<b>\$7,710,898</b>	<b>\$7,695,555</b>		<b>\$8,669,913</b>

\*the total "Proposed 2020-21 Award" includes an additional quarter of funding to adjust the next biennial funding award timeline to begin on October 1 instead of July 1. The "Proposed Award Compared to Previous Biennium" removes the additional quarter of funding for easier comparison to prior awards.



<b>Metro Applicant</b>	<b>Counties or Tribal Nations in Applicant's Service Area</b>	<b>Applicant's Request</b>	<b>2018-19 Biennium (Prior Award)</b>	<b>Compare to previous biennium</b>	<b>% change</b>	<b>Proposed 2020-21 Recommended Award**</b>
Anoka County	Anoka County	\$ 906,514	\$ 550,000	\$ 574,750	+5%	\$ 646,594
Carver County	Carver, Scott counties	\$ 753,000	\$ 416,848	\$ 416,848		\$ 468,954
Dakota County	Dakota County	\$ 1,200,000	\$ 491,360	\$ 513,471	+5%	\$ 577,655
Hennepin County	Hennepin County	\$ 6,053,073	\$ 4,356,617	\$ 4,483,984	+2.9%	\$ 5,044,482
Ramsey County	Ramsey County	\$ 4,065,314	\$ 3,304,759	\$ 3,139,077	-5%	\$ 3,531,462
Washington County	Washington County	\$ 698,380	\$ 299,848	\$ 299,848		\$ 337,329
<b>TOTAL</b>		<b>\$13,676,281</b>	<b>\$ 9,419,432</b>	<b>\$ 9,427,948</b>		<b>\$10,606,476</b>

\*\*Hennepin County received an increase that was capped when the amount reached their share of need.

Staff recommends approval of the resolution to approve selection and commitment of the Family Homeless Prevention and Assistance Program (FHPAP) funds. Funds will provide needed services and assistance for Minnesota households who are homeless, or at imminent risk of homelessness, to keep or find stable housing.

**MINNESOTA HOUSING FINANCE AGENCY  
400 Wabasha Street North, Suite 400  
St. Paul, MN 55102**

**RESOLUTION NO. MHFA 19-XXXX**

**RESOLUTION APPROVING SELECTION/COMMITMENT  
FAMILY HOMELESSNESS PREVENTION AND ASSISTANCE (FHPAP) PROGRAM**

WHEREAS, the Minnesota Housing Finance Agency (Agency) will execute new contracts with twenty grantees to provide support services and direct assistance across the entire state to prevent and end homelessness from July 1, 2019, through September 30, 2021.

WHEREAS, Agency staff has reviewed the applications and determined that they are in compliance with Agency's rules, regulations and policies; that such grants are not otherwise available, wholly or in part, from private lenders or other agencies upon equivalent terms and conditions; and that the applications will assist in fulfilling the purpose of Minn. Stat. ch. 462A.

**NOW THEREFORE, BE IT RESOLVED:**

THAT, the Board hereby authorizes Agency staff to enter into grant agreements using state and Agency resources as set forth in the attachment, subject to changes allowable under Agency and Board policies:

1. Agency staff shall review and approve the following grantees for up to the total recommended award amount for the grant period of July 1, 2019 through September 30, 2021.

<b>Applicant</b>	<b>2020-21 Award</b>
Anoka County	\$ 646,594
Bi-County Community Action Programs, Inc.	\$ 373,592
Carver County	\$ 468,954
Dakota County	\$ 577,655
Hennepin County	\$ 5,044,482
Kootasca Community Action, Inc.	\$ 443,398
Lakes & Pines Community Action Council, Inc.	\$ 666,640
Lakes & Prairies Community Action Council, Inc.	\$ 671,506
Lutheran Social Services-Brainerd Area	\$ 920,091
Lutheran Social Services-Central Minnesota	\$ 379,082

Mahube-Otwa Community Action Partnership, Inc.	\$ 734,479
Minnesota Tribal Collaborative	\$ 360,151
Minnesota Valley Action Council	\$ 809,829
Ramsey County	\$ 3,531,462
<b>Applicant</b>	<b>2020-21 Award</b>
St. Louis County	\$ 822,616
Three Rivers Community Action Agency	\$ 912,424
Tri Valley Opportunity Council	\$ 393,257
United Community Action Partnership	\$ 958,674
Washington County	\$ 337,329
West Central Minnesota Community Action	\$ 224,174
<b>TOTAL</b>	<b>\$ 19,276,389</b>

2. The issuance of grant agreements in form and substance acceptable to Agency staff and the closing of the individual grants shall occur no later than twelve months from the adoption date of this Resolution; and
3. This approval is contingent on legislative approval of appropriations in sufficient amounts to fund the awards.
4. The sponsors and such other parties shall execute all such documents relating to said grants and to the security therefore, as the Agency, in its sole discretion, deems necessary.

Adopted this 25<sup>th</sup> day of April 2019

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CHAIRMAN

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**Item:** Approval, Selection and Commitment, Bridges and Bridges Regional Treatment Center (RTC)  
Rental Assistance Programs Funds

**Staff Contact(s):**

Ellie Miller, 651.215.6236, [ellie.miller@state.mn.us](mailto:ellie.miller@state.mn.us)

Joel Salzer, 651.296.9525, [joel.salzer@state.mn.us](mailto:joel.salzer@state.mn.us)

**Request Type:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Approval   | <input type="checkbox"/> No Action Needed |
| <input checked="" type="checkbox"/> Motion     | <input type="checkbox"/> Discussion       |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Information      |

**Summary of Request:**

Staff requests adoption of the attached resolution authorizing \$9,686,946 in Bridges and Bridges Regional Treatment Center (RTC) program funds. These funds will allow the Agency to execute contracts with 22 administrators, effective from July 1, 2019 through June 30, 2021, to serve an estimated 650 households each month.

**Fiscal Impact:**

Bridges and Bridges RTC are state appropriated resources, with individual awards structured as grants, which do not earn interest for the Agency.

**Meeting Agency Priorities:**

- ☐ Address Specific and Critical Local Housing Needs
- ☐ Finance Housing Responsive to Minnesota's Changing Demographics
- ☐ Preserve Housing with Federal Project-Based Rent Assistance
- ☒ Prevent and End Homelessness
- ☐ Reduce Minnesota's Racial and Ethnicity Homeownership Disparity

**Attachment(s):**

- Background
- Resolution

**Background:**

**Program Overview:** Bridges and Bridges RTC promote the integration of people with mental illnesses into their communities by ensuring that persons with a Bridges rental subsidy are also provided access to supportive mental health services. The program plays a key role in the Agency's contribution to the goals of Minnesota's Olmstead Plan as well as those identified in Minnesota's Plan to Prevent and End

Homelessness. Bridges and Bridges RTC are cooperatively administered, monitored, and evaluated by Minnesota Housing and the Department of Human Services Behavioral Health Division (DHS-BHD). This collaboration is essential to the effective operation of the program, as is the collaboration of housing and behavioral health agencies at the regional, county and tribal levels. Bridges grantees are required to work with their local Adult Mental Health Initiative (AMHI), Local Mental Health Authority (LMHA), and/or their Tribal Mental Health Agency (TMHA) in order to implement the program.

Funds available under the Bridges and Bridges RTC programs provide temporary rental subsidy payments, and in some instances, security deposits or payment for a rental housing application fee for individuals with a mental illness who meet program eligibility criteria. The program requires participants to register for a permanent rental subsidy, primarily Housing Choice Vouchers (Section 8), when the waiting lists are open.

The Bridges RTC program was originally funded as a pilot by the Department of Human Services from what was then their State Operated Services budget, and it is designed to help individuals move from a specified state operated hospitalization facility to living in an integrated setting in the community of his or her choice. Bridges RTC awards in 2016 were funded from a combination of the Bridges state appropriations, returned Bridges funds and DHS Transitions to Community funds. Although DHS is committing \$384,000 toward the Bridges RTC 2020-21 RFP, the need is estimated to be approximately \$1,200,000. Bridges RTC participants often have some of the most complex physical and mental health conditions, as well as high barriers to housing; yet they have been overwhelmingly successful in maintaining housing through the Bridges RTC program, saving the state and counties considerable costs when compared to the cost of hospitalization. The Bridges and Bridges RTC programs have the same priority population; therefore, the total bridges funding for the 2020-2021 RFP will be used to support both programs with an emphasis on programs that are best serving this priority population.

**Program Performance:** Bridges and Bridges RTC served 908 unique households in FFY 2018. The average assistance per unit for the year was \$5,519. The programs currently serve 29 percent households of color and Hispanic households.

**Request for Proposals:** Minnesota Housing issued a competitive Request for Proposals (RFP) on February 11, 2019, and applications were due on March 8, 2019. The RFP was open to housing agencies currently operating a Bridges and/or Bridges RTC program and new applicants proposing to serve an unserved area of the state. Minnesota Housing received 30 proposals to the RFP; eight for Bridges RTC and 22 for the Bridges Program. Eighteen proposed serving Greater Minnesota and twelve proposed serving the metro area for a total request of \$12,226,627 to provide housing assistance for 827 households each month. All but one proposal was submitted by current Bridges or Bridges RTC grantees. The scoring methodology for the review includes 65 points for the application, scored by reviewers, and 35 points based on current performance, scored by the program manager. Minnesota Housing staff, DHS-BHD staff, and community members employed at nonprofits reviewed the funding requests and participated in the selection committee meeting. The proposals were assessed based on ability to serve the priority population and program design and implementation, with an emphasis on resources to serve the intended region and the utilization of foundational service practices. The ability to be inclusive of diverse populations disparately impacted by homelessness was also assessed. Additionally, the selection committee discussed the housing and mental health collaborative partnerships and the access to mental health services provided to Bridges participants through this program.

Minnesota grants management policies require a financial evaluation of each non-governmental applicant to ensure financial stability to carry out the purpose of the grant. The evaluation includes a

review of the overall operating deficit, deficit in unrestricted net assets or deficit in working capital. If there is a deficit, a more robust financial review is completed by Minnesota Housing's credit risk officer. Six applicants met the definition of a non-governmental entity and were reviewed. All passed the financial review.

Overall, the applications demonstrated commitment to serving the priority population for Bridges. Applicants demonstrated capacity to serve people with mental illness, and programs have implemented foundational service practices in their organization to create better access to the program for this population. The applicants have well-developed partnerships with organizations and are working to create practices that ensure effective identification and service delivery for Bridges and Bridges RTC participants.

Selected applicants will receive more guidance in the 2020-2021 contract round on how to better design programs that are also intended to assist households with significant or complex barriers to accessing and retaining housing. In addition to mental illness, these barriers may include chemical dependency, lack of financial resources, homelessness, criminal history and other issues that contribute to poor housing histories. The selected applicants will also receive additional guidance to better serve households disproportionately impacted by homelessness or housing instability and develop outreach efforts to improve their ability to serve these households in their region.

Once awarded funding, grantees will be required to evaluate the effectiveness of their practices and models. Grantee will have a continuous improvement plan to monitor, make needed changes and reassess throughout the grant term. Grantees will be expected to report on these outcomes during their annual narrative report.

**Overall Funding:** To size the overall awards, staff assumes a continuation of the base budget level of state appropriations (\$8,176,000 for the 2020-2021 biennium), plus a contribution from Minnesota Department of Human Services for Bridges RTC from funding appropriated to them (\$384,000 for the 2020-2021 biennium), plus \$1,126,946 in existing and unutilized appropriated resources from the current program period. Total availability, subject to legislative approval for this biennium, of \$9,686,946.

**Recommendations for Funding:** The funding recommendations include committing \$9,686,946 to 22 administrators with 29 contracts (separate contracts for Bridges and Bridges RTC awards).

ADMINISTRATOR	REQUESTED Award	TARGET HH*	RECOMMENDED Award	TARGET HH
<b>BRIDGES</b>				
Blue Earth County Economic Development Authority	\$ 791,100	75	\$ 253,232	24
Brainerd Housing & Redevelopment Authority	\$ 249,696	18	\$ 137,237	13
Carver County Community Development Agency	\$ 314,432	16	\$ 256,825	13
Cass County Housing & Redevelopment Authority	\$ 70,000	8	\$ 52,416	6
Cloquet Housing & Redevelopment Authority	\$ 349,200	15	\$ 120,960	9

ADMINISTRATOR	REQUESTED Award	TARGET HH*	RECOMMENDED Award	TARGET HH
Douglas County Housing & Redevelopment Authority	\$ 106,002	13	\$ 89,694	11
Housing & Redevelopment Authority of Bemidji	\$ 252,296	28	\$ 89,846	10
Housing & Redevelopment Authority of Duluth, MN	\$ 515,622	38	\$ 510,720	38
Koochiching County Housing & Redevelopment Authority	\$ 27,246	2	\$ 22,571	2
Kandiyohi County Housing & Redevelopment Authority	\$ 185,290	17	\$ 152,174	14
Mental Health Resources, Dakota	\$ 447,927	25	\$ 356,880	20
Mental Health Resources, Hennepin	\$ 378,985	20	\$ 375,532	20
Mental Health Resources, Ramsey	\$ 446,062	25	\$ 443,040	25
Metropolitan Council Housing and Redevelopment Authority	\$ 3,535,890	215	\$ 3,075,588	185
Moorhead Public Housing Agency	\$ 301,760	31	\$ 290,102	30
Mora Housing & Redevelopment Authority	\$ 334,200	25	\$ 310,190	23
Owatonna Housing & Redevelopment Authority	\$ 796,800	60	\$ 532,744	40
Red Wing Housing and Redevelopment Authority	\$ 172,520	12	\$ 126,468	9
Scott County Community Development Agency	\$ 263,750	15	\$ 176,016	10
St. Cloud Housing & Redevelopment Authority	\$ 734,400	45	\$ 606,060	37
Tri-Valley Opportunity Council, Inc.	\$ 246,660	15	\$ 144,950	10
Washington County Community Development Agency	\$ 460,868	29	\$ 466,500	29
<b>TOTAL BRIDGES</b>	<b>\$ 10,980,706</b>	<b>747</b>	<b>\$ 8,589,745</b>	<b>578</b>
<b>BRIDGES RTC</b>				
Mental Health Resources, Hennepin and Anoka	\$ 702,810	45	\$ 702,810	45
Carver County Community Development Agency	\$ 47,007	3	\$ 46,988	3
Guild Incorporated	\$ 281,193	18	\$ 200,116	13
Scott County Community Development Agency	\$ 51,600	3	\$ 51,600	3
St. Cloud Housing & Redevelopment Authority	\$ 30,195	3	\$ 29,335	3
SW MN Adult Mental Health Consortium	\$ 63,194	6	\$ 32,760	3
Washington County Community	\$ 33,592	2	\$ 33,592	2



<b>ADMINISTRATOR</b>	<b>REQUESTED Award</b>	<b>TARGET HH*</b>	<b>RECOMMENDED Award</b>	<b>TARGET HH</b>
Development Agency				
Owatonna Housing and Redevelopment Authority	\$ 36,360	3	\$ 0	0
<b>TOTAL BRIDGES RTC</b>	<b>\$ 1,245,951</b>	<b>80</b>	<b>\$ 1,097,201</b>	<b>72</b>
<b>TOTAL FUNDING RECOMMENDATION</b>	<b>\$ 12,226,627</b>	<b>827</b>	<b>\$ 9,686,946</b>	<b>650</b>

\*HH refers to households.

Staff recommends approval of the resolution to approve selections and commitment of the Bridges and Bridges RTC funds. Funds will provide needed rental assistance to continue to integrate people with mental illness into the community and to continue to address the complex housing needs for those exiting institutions.

**MINNESOTA HOUSING FINANCE AGENCY  
400 Wabasha Street North, Suite 400  
St. Paul, MN 55102**

**RESOLUTION NO. MHFA 19-XXXX**

**RESOLUTION APPROVING SELECTION/COMMITMENT  
BRIDGES AND BRIDGES REGIONAL TREATMENT CENTER (RTC)**

WHEREAS, the Minnesota Housing Finance Agency (Agency) will execute new contracts with grantees to provide rental assistance across the state to prevent and end homelessness; and

WHEREAS, Agency staff have reviewed the applications and determined that they are in compliance with Agency's rules, regulations and policies; that such grants are not otherwise available, wholly or in part, from private lenders or other agencies upon equivalent terms and conditions; and that the applications will assist in fulfilling the purpose of Minn. Stat. ch. 462A.

**NOW THEREFORE, BE IT RESOLVED:**

THAT, the Board hereby authorizes Agency staff to enter into grant agreements using state and Agency resources as set forth on the attachment, subject to changes allowable under Agency and Board policies:

1. Agency staff shall review and approve the following Grantees for up to the total recommended award amount for the grant period of July 1, 2019 through June 30, 2021:

<b>Applicant</b>	<b>2020-21 Award</b>
<b>BRIDGES</b>	
Blue Earth County Economic Development Authority	\$ 253,232
Brainerd Housing & Redevelopment Authority	\$ 137,237
Carver County Community Development Agency	\$ 256,825
Cass County Housing & Redevelopment Authority	\$ 52,416
Cloquet Housing & Redevelopment Authority	\$ 120,960
Douglas County Housing & Redevelopment Authority	\$ 89,694
Housing & Redevelopment Authority of Bemidji	\$ 89,846
Housing & Redevelopment Authority of Duluth, MN	\$ 510,720
Koochiching County Housing & Redevelopment	\$ 22,571

<b>Applicant</b>	<b>2020-21 Award</b>
Authority	
Kandiyohi County Housing & Redevelopment Authority	\$ 152,174
Mental Health Resources, Dakota	\$ 356,880
Mental Health Resources, Hennepin	\$ 375,532
Mental Health Resources, Ramsey	\$ 443,040
Metropolitan Council Housing and Redevelopment Authority	\$ 3,075,588
Moorhead Public Housing Agency	\$ 290,102
Mora Housing & Redevelopment Authority	\$ 310,190
Owatonna Housing & Redevelopment Authority	\$ 532,744
Red Wing Housing and Redevelopment Authority	\$ 126,468
Scott County Community Development Agency	\$ 176,016
St. Cloud Housing & Redevelopment Authority	\$ 606,060
Tri-Valley Opportunity Council, Inc.	\$ 144,950
Washington County Community Development Agency	\$ 466,500
<b>BRIDGES RTC</b>	
Mental Health Resources, Hennepin and Anoka	\$ 702,810
Carver County Community Development Agency	\$ 46,988
Guild Incorporated	\$ 200,116
Scott County Community Development Agency	\$ 51,600
St. Cloud Housing & Redevelopment Authority	\$ 29,335
SW MN Adult Mental Health Consortium	\$ 32,760
Washington County Community Development Agency	\$ 33,592
<b>Total</b>	<b>\$ 9,686,946</b>

2. This approval is contingent on legislative approval of Bridges and Bridges RTC appropriations in sufficient amounts to fund the awards.
3. The Bridges RTC awards are contingent on execution of an Interagency Agreement with the Department of Human Services (DHS) and transfer of Bridges RTC funds to the Agency.
4. The issuance of grant agreements in form and substance acceptable to Agency staff and the closing of the individual grants shall occur no later than twelve months from the adoption date of this Resolution; and
5. The sponsors and such other parties shall execute all such documents relating to said grant and to the security therefore, as the Agency, in its sole discretion, deems necessary.

Adopted this 25<sup>th</sup> day of April 2019

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CHAIRMAN



**Item:** Approval, Resolution Authorizing the Issuance and Sale of Minnesota Housing Finance Agency Homeownership Finance Bonds (HFB)

**Staff Contact(s):**

Kevin Carpenter, 651-297-4009, kevin.carpenter@state.mn.us

Terry Schwartz, 651-296-2404, terry.schwartz@state.mn.us

Paula Rindels, 651-296-2293, paula.rindels@state.mn.us

**Request Type:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Approval   | <input type="checkbox"/> No Action Needed |
| <input type="checkbox"/> Motion                | <input type="checkbox"/> Discussion       |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Information      |

**Summary of Request:**

Agency staff is preparing to issue bonds for the acquisition of newly originated mortgage-backed securities comprised of mortgage loans from the Agency's homeownership program. Kutak Rock LLP, the Agency's bond counsel, has prepared a resolution authorizing the terms of one or more bond issues, not-to-exceed \$300 million and to be issued prior to the end of 2020. Bond Counsel and Agency staff has also prepared a Preliminary Official Statement for an offering of approximately \$35 million in Homeownership Finance Bonds, 2019 Series CD, which is anticipated to price in mid-May of 2019.

**Fiscal Impact:**

Minnesota Housing earns a spread (generally more than 1%) between the rate on the mortgage loans/securities and the interest rate on the bonds used to finance the acquisition of those securities.

**Meeting Agency Priorities:**

- ☒ Address Specific and Critical Local Housing Needs
- ☒ Finance Housing Responsive to Minnesota's Changing Demographics
- ☐ Preserve Housing with Federal Project-Based Rent Assistance
- ☐ Prevent and End Homelessness
- ☒ Reduce Minnesota's Racial and Ethnicity Homeownership Disparity

**Attachment(s):**

- Preliminary Official Statement
- Resolution

## PRELIMINARY OFFICIAL STATEMENT DATED MAY 6, 2019

## NEW ISSUE

**RATING:** Moody's: "\_\_\_\_"  
(See "Rating" herein.)

Minnesota Housing Finance Agency has prepared this Official Statement to provide information about the Series Bonds. Selected information is presented on this cover page for the convenience of the user. To make an informed decision regarding the Series Bonds, a prospective investor should read all of this Official Statement. Capitalized terms used on this cover page have the meanings given in this Official Statement.



**\$35,000,000\***

**Minnesota Housing Finance Agency**

**\$\_\_\_\_\_\*** Homeownership Finance Bonds, 2019 Series C (Non-AMT)  
**\$\_\_\_\_\_\*** Homeownership Finance Bonds, 2019 Series D (Taxable)  
**(Mortgage-Backed Securities Pass-Through Program)**

**Dated Date: Date of Delivery**

**Due: as shown below**

**Tax Exemption** Interest on the 2019 Series C Bonds is not includable in gross income for federal income tax purposes or taxable net income of individuals, trusts and estates for state of Minnesota (the "State") income tax purposes. (For additional information, including further information on the application of federal and state alternative minimum tax provisions to the Series Bonds, see "Tax Exemption and Related Considerations" herein) *Interest on the 2019 Series D Bonds is includable in gross income for purposes of federal income taxation and is includable in the taxable net income of individuals, trusts and estates for State income tax purposes.*

**Redemption** On each monthly interest payment date, a portion of the Series Bonds equal to principal received during the prior month on the 2019CD Program Securities will be redeemed, without premium. On or after July 1, 2028, \* all or a portion of the Series Bonds may be redeemed at the option of the Agency prior to maturity, without premium. (See "The Series Bonds—Mandatory Redemption" and "—Optional Redemption" herein.)

**Security** Payment of principal and interest on the Series Bonds is secured, on an equal basis with payment of principal and interest on all Outstanding Bonds that the Agency has issued, and may subsequently issue, under the Bond Resolution, by the Agency's pledge of all Program Obligations, Investment Obligations, Revenues and other assets held under the Bond Resolution, except as otherwise expressly provided in the Bond Resolution. The Series Bonds are also general obligations of the Agency, payable out of any of its generally available moneys, assets or revenues. *The Agency has no taxing power. The State is not liable for the payment of the Series Bonds and the Series Bonds are not a debt of the State.* (See "Security for the Bonds" herein.)

**Interest Payment Dates** The first day of each month, commencing July 1, 2019, \* and, in respect of a Series Bond to be redeemed, the redemption date.

**Denominations** \$1.00 or any multiple thereof.

**Closing/Settlement** May 30, 2019 \* through the facilities of DTC in New York, New York.

**Bond Counsel** Kutak Rock LLP.

**Underwriters' Counsel** Cozen O'Connor.

**Trustee** Wells Fargo Bank, National Association, in Minneapolis, Minnesota.

**Book-Entry-Only System** The Depository Trust Company. (See Appendix E hereto.)

\$\_\_\_\_\_ \* \_\_\_\_\_% 2019 Series C Bonds due June 1, 2049 \* at \_\_\_\_\_% (CUSIP \_\_\_\_\_)\*\*  
 \$\_\_\_\_\_ \* \_\_\_\_\_% 2019 Series D Bonds due June 1, 2049 \* at \_\_\_\_\_% (CUSIP \_\_\_\_\_)\*\*

The Series Bonds are offered, when, as and if issued, subject to withdrawal or modification of the offer without notice and to the opinion of Kutak Rock LLP, Bond Counsel, as to the validity of, and the tax exemption of interest on, the Series Bonds.

**RBC Capital Markets**

**J.P. Morgan**

**Piper Jaffray & Co.**

**Wells Fargo Securities**

The date of this Official Statement is \_\_\_\_\_, 2019.

\* Preliminary; subject to change.

\*\*CUSIP numbers have been assigned by an organization not affiliated with the Agency and are included for the convenience of the owners of the Series Bonds. The Agency is not responsible for the selection or uses of the CUSIP numbers, nor is any representation made as to their correctness on the Series Bonds or as indicated above. A CUSIP number may be changed after the issuance date. CUSIP® is a registered trademark of the American Bankers Association.

Neither Minnesota Housing Finance Agency nor the Underwriters have authorized any dealer, broker, salesman or other person to give any information or representations, other than those contained in this Official Statement. Prospective investors must not rely on any other information or representations as being an offer to buy. No person may offer or sell Series Bonds in any jurisdiction in which it is unlawful for that person to make that offer, solicitation or sale. The information and expressions of opinion in this Official Statement may change without notice. Neither the delivery of the Official Statement nor any sale of the Series Bonds will, under any circumstances, imply that there has been no change in the affairs of the Agency since the date of this Official Statement.

This Official Statement contains statements that, to the extent they are not recitations of historical fact, constitute “forward-looking statements.” In this respect, the words “estimate,” “intend,” “expect,” and similar expressions are intended to identify forward-looking statements. A number of important factors affecting the Agency, its Program and the Series Bonds could cause actual results to differ materially from those contemplated in the forward-looking statements.

The Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of, their respective responsibilities under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of the information.

In connection with this offering, the Underwriters may over-allot or effect transactions that stabilize or maintain the market price of the Series Bonds at a level above that which might otherwise prevail in the open market. This stabilizing, if commenced, may be discontinued.

NO FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY HAS RECOMMENDED THESE SECURITIES. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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**OFFICIAL STATEMENT**  
**relating to**  
**\$35,000,000\***  
**Minnesota Housing Finance Agency**  
**\* Homeownership Finance Bonds, 2019 Series C**  
**\$ \_\_\_\_\_\* Homeownership Finance Bonds, 2019 Series D (Taxable)**  
**(Mortgage-Backed Securities Pass-Through Program)**

This Official Statement (which includes the Appendices) provides certain information concerning the Minnesota Housing Finance Agency (the “Agency”) and its Homeownership Finance Bonds, 2019 Series C (Mortgage-Backed Securities Pass-Through Program) (the “2019 Series C Bonds”) and its Homeownership Finance Bonds, 2019 Series D (Taxable) (Mortgage-Backed Securities Pass-Through Program) (the “2019 Series D Bonds;” collectively, the “Series Bonds”) for the information of prospective investors. The Agency is issuing the Series Bonds pursuant to Minnesota Statutes, Chapter 462A, as amended (the “Act”), a resolution of the Agency adopted December 11, 2009 (as amended and supplemented in accordance with its terms, the “Bond Resolution”), and series resolutions of the Agency adopted July 26, 2018 and April 25, 2019 (the “2018/2019 Series Resolutions”). (The Bond Resolution and the 2018/2019 Series Resolutions are herein sometimes referred to as the “Resolutions.”)

The Homeownership Finance Bonds Outstanding in the aggregate principal amount of \$1,536,213,000 as of April 30, 2019, the Series Bonds and any additional Homeownership Finance Bonds issued pursuant to the Bond Resolution (collectively referred to as the “Bonds”), are and will be equally and ratably secured under the Bond Resolution (except as otherwise expressly provided therein).

The Resolutions include the definitions of capitalized terms used in this Official Statement, some of which are reproduced in Appendix D. The summaries and references in this Official Statement to the Act, the Resolutions, and other documents are only outlines of certain provisions and do not summarize or describe all the provisions thereof. All references in this Official Statement to the Act and the Resolutions are qualified in their entirety by the complete text of the Act and the Resolutions, copies of which are available from the Agency. All references to the Series Bonds are qualified in their entirety by the complete form thereof and the provisions in the Resolutions establishing the terms of the Series Bonds.

## INTRODUCTION

The Agency is a public body corporate and politic, constituting an agency of the state of Minnesota (the “State”). The Act authorizes the Agency to issue bonds for the purpose, among other purposes, of purchasing, making or otherwise participating in the making of long-term mortgage loans to persons and families of low and moderate income for the purchase of residential housing upon the determination by the Agency that those loans are not otherwise available from private lenders upon equivalent terms and conditions.

Since its creation in 1971, the Agency has issued bonds to purchase single family mortgage loans, to purchase home improvement loans and to finance multifamily developments. In addition to financing loans through the issuance of debt, the Agency finances grants and loans through State and federal appropriations and its Alternative Loan Fund in the Residential Housing Finance Bond Fund. Please refer to the information in the notes to the financial statements included in Appendix A to this Official Statement at pages 58 and 59 under the heading “Net Position—Restricted by Covenant.”

Prior to the fall of 2009, the Agency implemented its single-family mortgage lending program by purchasing “whole loans” from lenders and financing purchases of the loans with proceeds of its bonds. In September 2009, the Agency began acquiring mortgage-backed securities guaranteed as to timely payment of principal and interest by a Federal Mortgage Agency (as defined in the Resolutions, “Program Securities”) instead of directly acquiring mortgage loans from lenders. (See “The Homeownership Finance Program—History and Transition to ‘MBS’ Model.”) To date, only Program Securities have been acquired with Bonds issued pursuant to the Bond Resolution. (See “Security for the Bonds—Program Securities Pledged under the Bond Resolution.”)

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\* Preliminary; subject to change.



The Agency is issuing the Series Bonds to provide money, from proceeds of the Series Bonds and from available funds associated with certain outstanding single family mortgage bonds to be refunded by the Series Bonds, to be used, along with certain contributed funds of the Agency, to continue its Program by purchasing Program Securities guaranteed as to timely payment of principal and interest by the Government National Mortgage Association (“GNMA Securities”), the Federal National Mortgage Association (“Fannie Mae Securities”) or the Federal Home Loan Mortgage Corporation (“Freddie Mac Securities”), and backed by pools of mortgage loans (“Program Loans”) that certain mortgage lending institutions (the “Lenders”) have made to qualified persons or families of low and moderate income to finance the purchase of single-family residences in Minnesota. Each Program Loan must be (i) insured by the Federal Housing Administration (the “FHA”) of the United States Department of Housing and Urban Development (“HUD”) pursuant to the National Housing Act of 1934, as amended (the “Housing Act”), (ii) guaranteed by the Veterans Administration (“VA”) pursuant to the Servicemen’s Readjustment Act of 1944, as amended, (iii) guaranteed by USDA Rural Development (formerly Rural Economic and Community Development) (“USDA Rural Development”), under its Guaranteed Rural Housing Loan Program, or (iv) insured by private mortgage insurance issued by an entity acceptable to the Federal National Mortgage Association (“Fannie Mae”) or the Federal Home Loan Mortgage Corporation (“Freddie Mac”) or having certain loan-to-value ratios or other characteristics acceptable to Fannie Mae or Freddie Mac.

The Program Securities (or participations therein) to be funded in connection with the issuance of the Series Bonds will be GNMA Securities, Fannie Mae Securities or Freddie Mac Securities (the “2019CD Program Securities”). The Agency will apply proceeds of the Series Bonds, the available funds associated with the outstanding single family mortgage bonds to be refunded with a portion of the proceeds of the Series Bonds and Agency funds to reimburse itself for its previous acquisition of the 2019CD Program Securities and will credit those 2019CD Program Securities to the 2019 Series CD subaccount in the Acquisition Account on the date of issuance of the Series Bonds. The 2019CD Program Securities are expected to consist of \_\_\_\_\_\* GNMA Securities in approximately \$\_\_\_\_\_ million\* in outstanding principal amount with an average weighted pass-through interest rate of \_\_\_\_\_ percent,\* \_\_\_\_\_\* Fannie Mae Securities in approximately \$\_\_\_\_\_ million\* in outstanding principal amount with an average weighted pass-through interest rate of \_\_\_\_\_ percent\* and \_\_\_\_\_\* Freddie Mac Securities in approximately \$\_\_\_\_\_ million\* in outstanding principal amount with an average weighted pass-through interest rate of \_\_\_\_\_ percent\* and are further identified in Appendix G to this Official Statement. Repayments and prepayments of principal of Program Loans backing 2019CD Program Securities, which are to be credited to the subaccount in the Revenue Fund related to the Series Bonds, will be applied to the mandatory redemption of the Series Bonds as described under “The Series Bonds—Mandatory Redemption.” Approximately [99] percent\* of the mortgagors receiving a Program Loan that backs the 2019CD Program Securities also qualified for and chose to receive a Deferred Payment Loan, Deferred Payment Loan Plus or Monthly Payment Loan (each a “DPA Loan”) from the Agency. (See “Other Programs—Deferred Payment Loans” and “—Monthly Payment Loans.”) The mortgagor must repay the Agency for each DPA Loan, either on sale or transfer of the property or by making monthly payments. The Agency will not apply proceeds of the Series Bonds to make the DPA Loans and has not pledged, and will not apply repayments of, the DPA Loans to pay or redeem the Series Bonds.

Payment of principal and interest on the Series Bonds is secured, on an equal basis with payment of principal and interest on all Outstanding Bonds that the Agency has issued, and may subsequently issue, under the Bond Resolution (except as otherwise expressly provided therein), by the Agency’s pledge of all Program Obligations, Investment Obligations, Revenues and other assets held and received by the Agency pursuant to the Bond Resolution. Under the Bond Resolution, the Agency is authorized to acquire Program Obligations which consist of (i) Program Securities backed by Program Loans or (ii) Program Loans. (See “Security for the Bonds” and “Appendix D – Summary of Certain Provisions of the Bond Resolution.”) As the Agency’s Program is an MBS model, it currently expects to use proceeds of Bonds issued under the Bond Resolution to finance the acquisition of Program Securities and not Program Loans.

The Series Bonds are also general obligations of the Agency payable from any of its moneys, assets or revenues, subject only to the provisions of other resolutions or indentures now or hereafter pledging and appropriating particular moneys, assets or revenues to particular notes or bonds, or State or federal laws or restrictions that provide that particular funds must be applied for a specified purpose. The net position of the General Reserve and the Alternative Loan Fund is legally available if needed to pay debt service on any obligations of the

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\* Preliminary; subject to change.

Agency, including the Series Bonds. (See “The Agency—Net Position Restricted By Covenant and Operations to Date—General Reserve; Alternative Loan Fund.”) (For purposes of the Resolutions, the General Reserve is designated as the “General Reserve Account.”)

Although the State has appropriated amounts to the Agency for various specific purposes (see “The Agency—State Appropriations”), the Agency generally pays its general and administrative expenses from certain interest earnings and fees charged in connection with its bond-funded programs. For programs funded through State appropriations, the Agency recovers the costs of administering the programs from those appropriations only to the extent of interest earnings on the appropriations. The appropriations are not available to pay debt service on the Bonds.

**The Agency has no taxing power. Neither the State nor any political subdivision thereof is or will be obligated to pay the principal or redemption price of or interest on the Series Bonds and neither the faith and credit nor the taxing power of the State or any political subdivision thereof is pledged to that payment.**

## **THE AGENCY**

### **Purpose**

The Agency was created in 1971 by the Act as a public body corporate and politic, constituting an agency of the State, in response to legislative findings that there existed in Minnesota a serious shortage of decent, safe, and sanitary housing at prices or rentals within the means of persons and families of low and moderate income, and that the then present patterns of providing housing in the State limited the ability of the private building industry and the investment industry to produce that housing without assistance and resulted in a failure to provide sufficient long-term mortgage financing for that housing.

### **Structure**

Under the Act, the membership of the Agency consists of the State Auditor and six public members appointed by the Governor with the advice and consent of the Senate for terms of four years. Pursuant to the Act, each member continues to serve until a successor has been appointed and qualified. The Chairman of the Agency is designated by the Governor from among the appointed public members. Pursuant to State law, the State Auditor may delegate duties and has delegated her duties as a member of the Agency in the event that the Auditor is unable to attend a meeting of the Agency.

The present members of the Agency, who serve without compensation (except for per diem allowance and expenses for members not otherwise compensated as public officers), are listed below.

*John DeCramer*, Chairman — Term expires January 2020, Marshall, Minnesota – Magnetics Engineer

The Honorable *Julie Blaha* — *Ex officio*, St. Paul, Minnesota – State Auditor

*Damaris Hollingsworth*, Member – Term expires January, 2022, Minneapolis, Minnesota – Architect

*Joseph Johnson III*, Vice Chairman — Term expires January 2021, Duluth, Minnesota – Banker

*Craig Klausning*, Member – Term expires January [2019], Roseville, Minnesota – Attorney

*Stephanie Klinzing*, Member – Term expires January [2019], Elk River, Minnesota – Writer and Publisher

*Terri Thao*, Member — Term expires January 2020, St. Paul, Minnesota – Program Director

### **Staff**

The staff of the Agency presently consists of approximately 250 persons, including professional staff members and contractors who have responsibilities in the fields of finance, law, mortgage underwriting, architecture, construction inspection and housing management. The Attorney General of the State provides certain legal services to the Agency.

The Commissioner is appointed by the Governor. The Act authorizes the Commissioner of the Agency to appoint the permanent and temporary employees as the Commissioner deems necessary subject to the approval of the Commissioner of Management and Budget.

The principal officers and staff related to the Program are as follows:

*Jennifer Ho* — Commissioner-Designee, appointed effective January 2019. When Governor Tim Walz took office on January 7, 2019, Ms. Ho was appointed Commissioner and has all of the powers and will perform all of the duties of the office. The appointment of Ms. Ho as Commissioner must be confirmed by the advice and consent of the state of Minnesota Senate. Prior to her appointment, Ms. Ho was the Senior Policy Advisor for Housing and Services at the U.S. Department of Housing and Urban Development during the Obama Administration. Prior to that, she served as deputy director at the United States Interagency Council on Homelessness (USICH), shepherding the creation of Opening Doors, the nation's first-ever comprehensive federal plan to prevent and end homelessness. Ms. Ho worked with former First Lady Michelle Obama to launch the Mayors Challenge to End Veteran Homelessness that resulted in reducing the number of veterans experiencing homelessness on any night by nearly half. In 1999, as Executive Director of Hearth Connection, a Minnesota non-profit, she began her work to end homelessness by managing a nationally-recognized demonstration project on supportive housing and long-term homelessness for single adults, youth and families in Ramsey and Blue Earth counties. Ms. Ho oversaw the replication of that project in 34 additional counties in partnership with the Fond du Lac, Bois Fort and Grand Portage Tribal Bands. She has served on the Boards of Directors for West Side Community Health Services in St. Paul, and nationally for the Corporation for Supportive Housing and the Melville Charitable Trust. Ms. Ho received a Bachelor of Arts Degree in philosophy from Bryn Mawr College.

*Rachel Robinson* — Deputy Commissioner, appointed March 2019. Prior to this position, Ms. Robinson was Fund Manager for the NOAH Impact Fund of Greater Minnesota Housing Fund, a Certified Community Development Financial Institution, from 2016 to 2019, responsible for securing investment commitments, structuring transactions, developing investor and partner relations, and ensuring that social impact goals and compliance requirements are met. She has worked in affordable housing development and finance for over 15 years, including with CommonBond Communities from 2011 to 2015, where as Vice President she developed and led enterprise Asset Management systems, and as Senior Housing Development Manager from 2008 to 2011. Ms. Robinson was also Director of Property Development at Artspace Projects, Inc. from 2015 to 2016. She holds a Master's degree in Urban and Regional Planning from the University of Minnesota Humphrey School of Public Affairs and a Bachelor of Arts degree in Urban Studies from Macalester College, St. Paul, Minnesota.

*Kevin Carpenter* — Chief Financial Officer, appointed effective March 2016. In this position, Mr. Carpenter leads the finance and accounting teams of the Agency and provides strategic direction regarding the organization's financial resources. Prior to this position, Mr. Carpenter was the Chief Financial Officer at the City of Minneapolis from May 2011 to November 2015, and also had significant tenure in various senior financial and operating positions at RBC Capital Markets, LLC. He previously was an investment banker at RBC Capital Markets, LLC and at Lehman Brothers. Mr. Carpenter earned a Master's Degree in Business Administration from Harvard University Business School and a Bachelor of Arts degree in Government from Dartmouth College.

*Terrance Schwartz* — Director of Finance, appointed effective June 2015. Mr. Schwartz is also the Director of Operations since August 2011. Mr. Schwartz was Controller for the Agency from September 2007 to June 2015. Previous to that he held various accounting positions of increasing responsibility with the Agency. Mr. Schwartz served four years in the United States Marine Corps. He holds a Bachelor of Science Degree with a concentration in Accounting from the University of St. Thomas, St. Paul, Minnesota.

*Thomas O'Hern* — General Counsel, appointed effective November 2015. Prior to becoming General Counsel, Mr. O'Hern was employed by the Minnesota Attorney General's Office for 32 years as an Assistant Attorney General representing many state agencies and boards. Mr. O'Hern has represented the Agency since 2003. Mr. O'Hern earned his law degree from American University and holds a Bachelor of Arts degree from George Washington University in Washington D.C.

*Kasey Kier* — Assistant Commissioner, Single Family Division, appointed effective December 2014. Ms. Kier's previous experience with the Agency includes Single Family Business Operations Manager from August 2012 to December 2014, Low Income Housing Tax Credit Program Manager from 2005 to 2012, Multifamily Housing Program Professional from 2000 to 2005 and various positions in the Single Family Division with

increasing responsibility from 1994 to 2000. Prior to that, Ms. Kier held positions at Prudential Home Mortgage and ITT Financial Corporation. Ms. Kier holds a Bachelor of Arts Degree in Business Management and Management Information Systems from Augsburg College, Minneapolis, Minnesota. Ms. Kier is a graduate of the Mortgage Bankers Association School of Mortgage Banking and holds the Accredited Mortgage Professional (AMP) specialist designation. Ms. Kier also holds Project Management Professional (PMP) certification through the Project Management Institute and Housing Development Finance Professional certification through the National Development Council.

The Agency's offices are located at 400 Wabasha Street North, St. Paul, Minnesota 55102, and its general telephone number is (651) 296-7608. The Agency's Investor Relations Representative may be reached at the Agency's general telephone number. The Agency's website address is <http://www.mnhousing.gov>. No portion of the Agency's website is incorporated into this Official Statement.

### **Independent Auditors**

The financial statements of the Agency as of and for the year ended June 30, 2018, included in this Official Statement as Appendix A, have been audited by RSM US LLP, independent auditors, as stated in their report appearing herein. RSM US LLP has not been engaged to perform, and has not performed, any procedures on the financial statements after June 30, 2018. RSM US LLP also has not performed any procedures relating to this Official Statement.

### **Financial Statements of the Agency**

The Agency financial statements included in this Official Statement as Appendix A as of and for the fiscal year ended June 30, 2018 are presented in combined "Agency-wide" form followed by "fund" financial statements presented for its major funds in order to comply with the requirements of Statement No. 34 of the Governmental Accounting Standards Board ("GASB").

Information regarding the Minnesota State Retirement System ("MSRS"), to which the Agency contributes, is included in Appendix A in the Notes to Financial Statements at pages 60 through 63 under the heading "Defined Benefit Pension Plan." The Agency's allocable portion of net pension liability reported at June 30, 2018 with respect to MSRS is \$47.879 million.

In Appendix B to this Official Statement, the Agency has included certain unaudited financial statements of the Agency (excluding State Appropriated and Federal Appropriated Funds) as of and for the six months ended December 31, 2018. The Agency has prepared the information in Appendix B and, in the opinion of the Agency, that information reflects all normal recurring adjustments and information necessary for a fair statement of the financial position and results of operations of the Agency (excluding State and Federal Appropriated Funds) for the period, subject to year-end adjustments. The information in Appendix B is not accompanied by a statement from the independent auditors.

### **Disclosure Information**

The Agency will covenant in a Continuing Disclosure Undertaking for the benefit of the Owners and Beneficial Owners (as defined in Appendix C hereto) of the Series Bonds to provide annually certain financial information and operating data relating to the Agency (the "Agency Annual Report") and to provide notices of the occurrence of certain enumerated events. (There is no other obligated person under the Continuing Disclosure Undertaking.) The Agency must file the Agency Annual Report no later than 120 days after the close of each fiscal year, commencing with the fiscal year ending June 30, 2019, with the Municipal Securities Rulemaking Board, at its EMMA internet repository. The Agency also must file notices of the occurrence of the enumerated events, if any, with EMMA. (See "Appendix C — Summary of Continuing Disclosure Undertaking.")

During the prior five years, certain disclosure reports filed with EMMA were not timely linked to all outstanding CUSIPs for the associated bonds of the Agency, including (a) the timely filed Agency Annual Report for its fiscal year ended June 30, 2015 was not specifically linked to the CUSIP for the Agency's Homeownership Finance Bonds, 2015 Series C and one of the CUSIPs for the Agency's Residential Housing Finance Bonds, 2015 Series C, and (b) the timely filed State of Minnesota Comprehensive Annual Financial Report and Annual Financial

Information and Operating Data for the year ended June 30, 2015 was not specifically linked to multiple CUSIPs relating to the Agency's State Appropriation Bonds (Housing Infrastructure), 2014 Series A.

The specific nature of the information to be contained in the Agency Annual Report or the notices of events, and the manner in which these materials are to be filed, are summarized in "Appendix C — Summary of Continuing Disclosure Undertaking." The Agency has made these covenants to assist the Underwriters in complying with SEC Rule 15c2-12(b)(5) (the "Rule").

In addition to the information required by the Continuing Disclosure Undertaking, the Agency also uses its best efforts to prepare a quarterly disclosure report for each of its single family bond resolutions (including the Bond Resolution) and a semiannual disclosure report for its rental housing bond resolution. Recent reports are available at the Agency's website at <http://www.mnhousing.gov> (click on tab "Investors"), but no information on the Agency's website is incorporated into this Official Statement. The Agency is also committed to providing appropriate credit information as requested by any rating agency rating the Bonds at the Agency's request.

### **Net Position Restricted By Covenant and Operations to Date—General Reserve; Alternative Loan Fund**

In addition to its bond funds pledged to the payment of particular bonds by bond resolutions of the Agency, the Agency has also established certain other funds that it has restricted by covenant. Currently, the restricted funds are the General Reserve and the Alternative Loan Fund. The General Reserve contains the Housing Endowment Fund (also referred to as "Pool 1") and the Agency's net investment in capital assets. The Alternative Loan Fund, which is held under the Residential Housing Finance Bond Resolution but is not pledged to pay bonds issued thereunder, comprises the Housing Investment Fund (also referred to as "Pool 2") and the Housing Affordability Fund (also referred to as "Pool 3"). The net position of the General Reserve and the Alternative Loan Fund is not pledged to the payment of the Bonds or any other debt obligations of the Agency but, to the extent funds are available therein, are generally available to pay any debt obligations of the Agency, including the Bonds.

Subject to the restrictions in the Bond Resolution and its other bond resolutions, the Agency may withdraw excess assets from bond funds held thereunder. To the extent the Agency withdraws excess assets from bond funds, the Agency has pledged to deposit those excess assets in the General Reserve or the Alternative Loan Fund, except for any amounts as may be necessary to reimburse the State for money appropriated to restore a deficiency in any debt service reserve fund.

The Agency has further covenanted that it will use the money in the General Reserve and the Alternative Loan Fund only to administer and finance programs in accordance with the policy and purpose of the Act. This includes creating reserves for the payment of bonds and for loans made from the proceeds thereof, and accumulating and maintaining a balance of funds and investments as will be sufficient for that purpose. To ensure that assets available in the General Reserve and the Alternative Loan Fund provide security for the Agency's bondowners as covenanted in the bond resolutions, the Agency has established investment guidelines for Pools 1 and 2. The investment guidelines are subject to change by the Agency from time to time in its discretion.

Under the net position requirements and investment guidelines effective January 23, 2014, the required size of Pool 1 (which is intended to be a liquidity reserve) is 1 percent of gross loans receivable (excluding mortgage-backed securities, appropriated loans and loans credited to Pool 3) and the required size of Pool 2 is an amount that would cause the combined net position (exclusive of unrealized gains and losses resulting from marking to market investment securities, including mortgage-backed securities, and swaps entered into by the Agency for which the unrealized loss or gain will not be realized if the security or swap is held to maturity or its optional termination date; and realized gains and losses resulting from the purchase and sale of investment securities between Agency funds) in the General Reserve, in Pool 2, and in the funds pledged under bond resolutions to be at least equal to the combined net position of the same funds as of the immediately preceding fiscal year end. Currently, this amount is \$745.53 million, representing the combined net position of these funds so calculated as of June 30, 2018. Pool 2 is intended to comprise amortizing interest-bearing housing loans or investment grade securities. Pool 1 and Pool 2 represent, with assets pledged to pay bonds of the Agency, the sustainable lending operations of the Agency. Pool 3 represents the more mission-intensive operations of the Agency and is intended to comprise deferred, zero percent and low interest-rate loans and grants and, for unapplied funds, investment grade securities. Pool 3 is not subject to the investment guidelines. Loan activity related to loans financed by funds in Pool 2 and Pool 3 is recorded as part of the Alternative Loan Fund. The Agency approves all interfund transfers. A further discussion of Pools 1, 2 and 3 and the amounts credited thereto as of June 30, 2018 appears in the Notes to Financial Statements of the Agency

included in Appendix A to this Official Statement at pages 58 and 59 under the heading “Net Position — Restricted by Covenant.”

The following summary indicates the revenues earned, the expenses paid, and funds transferred to and from the General Reserve (which contains Pool 1 and net investment in capital assets), for the two most recent audited fiscal years of the Agency and for the six-month period ended December 31, 2018 (unaudited) (in thousands):

	Six months Ended December 31, 2018 (unaudited)	Fiscal Year Ended June 30, 2018	Fiscal Year Ended June 30, 2017
<b>Revenues</b>			
Fees earned and other income <sup>(1)</sup>	\$ 5,990	\$11,936	\$11,077
Interest earned on investments	308	419	254
Unrealized gain (loss) on investments	--	--	--
Administrative reimbursement <sup>(2), (3)</sup>	<u>13,466</u>	<u>24,479</u>	<u>22,482</u>
Total revenues	19,764	36,834	33,813
<b>Expenses</b>			
Salaries and benefits	13,583	33,114	36,311
Other general operating expenses	<u>2,277</u>	<u>6,338</u>	<u>7,690</u>
Total expenses	15,860	39,452	44,001
Revenues over expenses	3,904	(2,618)	(10,188)
Non-operating transfer of assets between funds <sup>(4)</sup>	(5,788)	5,192	9,624
Change in net position	(1,884)	2,574	(564)
Net position beginning of period	<u>14,619</u>	<u>12,045<sup>(5)</sup></u>	<u>14,280</u>
Net position end of period	<u>\$12,735</u>	<u>\$14,619</u>	<u>\$13,716</u>

(1) Fees earned consist primarily of fees collected in conjunction with the administration of the low income housing tax credit program and HUD contract administration of certain non-Agency financed Section 8 developments.

(2) The Agency transfers bond funds to the General Reserve for administrative reimbursement in accordance with the Agency’s Affordable Housing Plan based on the adjusted assets of the bond funds. Adjusted assets are defined generally as total assets (excluding the reserve for loan loss), unrealized gains or losses on investments (including mortgage-backed securities and interest rate swap agreements), deferred loss on interest rate swap agreements and assets relating to escrowed debt.

(3) Reimbursement from appropriated accounts consists of the portion of direct and indirect costs of administering the programs funded by the appropriations. The Agency recovers costs associated with administering State appropriations only to the extent of interest earnings on the appropriations. Costs associated with administering federal appropriations generally are recovered from the appropriations.

(4) The Agency may transfer excess assets from bond funds to the General Reserve to the extent permitted by the resolution or indenture securing bonds of the Agency. In addition, the Agency may transfer funds in excess of the requirement for Pool 1 from the General Reserve to the Alternative Loan Fund. See the comments under the headings “Interfund Transfers” and “Net Position Restricted by Covenant” in the Notes to Financial Statements of the Agency in Appendix A to this Official Statement for additional information.

(5) Adjusted pursuant to required GASB 75 treatment of Post-Employment Benefits (other than Pension) as of July 1, 2017.

### State Appropriations

Over the years, the State Legislature has appropriated funds to the Agency to be used for low interest loans, grants, programs for low and moderate income persons and families and other housing related program costs. The Agency generally does not pay its general or administrative expenses from appropriated funds, although it can

recover its allocable costs of administering State appropriations from investment earnings thereon. The State Legislature has appropriated funds to the Agency for its programs in every biennium since 1975. The Agency has expended or committed most of the appropriations.

Over the biennial periods ended June 30, 2011, 2013, 2015 and 2017, the total appropriations to the Agency aggregated approximately \$366.5 million. For the biennium ending June 30, 2019, the Legislature appropriated approximately \$107.6 million to the Agency, including an increase of approximately 3.9 percent to the Agency's base budget for State appropriations in order to fund a program previously administered by another State agency.

The appropriations are not available to pay debt service on the Bonds.

### Agency Indebtedness

The principal amount of bonds and notes of the Agency that are outstanding at any time (excluding the principal amount of any refunded bonds and notes) is limited to \$5,000,000,000 by State statute. The following table lists the principal amounts of general obligation indebtedness of the Agency outstanding as of April 30, 2019:

	Number of Series *	Final Maturity	Original Principal Amount * (in thousands)	Principal Amount Outstanding (in thousands)
Rental Housing Bonds .....	12	2049	\$ 51,685	\$ 48,525
Residential Housing Finance Bonds .....	46	2049	2,094,140	1,378,445
Homeownership Finance Bonds .....	54	2049	2,301,413	1,568,869
Multifamily Housing Bonds (Treasury HFA Initiative) .....	1	2051	15,000	13,520
Totals .....	113		\$4,462,238	\$3,009,359

\* Does not include series of bonds or the original principal amount of any bonds that had been, as of April 30, 2019, defeased or paid in full, whether at maturity or earlier redemption.

The payment of principal of and interest on general obligations of the Agency as shown above may be made, if necessary, from the General Reserve or the Alternative Loan Fund. (See "Net Position Restricted By Covenant and Operations to Date—General Reserve; Alternative Loan Fund" above.)

The Agency has entered into liquidity facilities and interest rate swap agreements in respect of its outstanding Residential Housing Finance Bonds that bear interest at a variable rate or floating rate and may be subject to optional and mandatory tender. Certain information related to those variable rate demand bonds, floating rate term bonds, liquidity facilities and swap agreements is included in the Notes to Financial Statements contained in Appendix A to this Official Statement. The Agency does not make any representation as to the creditworthiness of any provider or counterparty on facilities and agreements relating to its variable rate demand bonds or floating rate term bonds.

In 2009, the Agency issued \$13,270,000 in aggregate principal amount of its Nonprofit Housing Bonds (State Appropriation), Series 2009, to finance permanent supportive housing in two different multifamily housing developments. In 2011, the Agency issued \$21,750,000 in aggregate principal amount of its Nonprofit Housing Bonds (State Appropriation), Series 2011, to finance permanent supportive housing in five additional multifamily housing developments. Both series of bonds were issued under a separate indenture of trust, are not general obligations of the Agency and are not payable from any funds or assets of the Agency other than the appropriations the Agency expects to receive from the State General Fund pursuant to a standing appropriation made by the Legislature in 2008.

From time to time, beginning in 2012, the Legislature has authorized the Agency to issue housing infrastructure bonds (the "Housing Infrastructure Bonds") for various purposes payable, like the Nonprofit Housing Bonds, solely from a standing appropriation from the State General Fund and not from any other funds or assets of the Agency. The aggregate principal amount of Housing Infrastructure Bonds that the Agency may issue is \$255,000,000. The Agency has issued 15 series of its State Appropriation Bonds (Housing Infrastructure) in 2013 through 2018 in an aggregate principal amount of \$155,275,000 under a separate indenture of trust.

In June 2018, the Agency issued its Note (the “Bank Note”) to Royal Bank of Canada, pursuant to a Revolving Credit Agreement dated as of June 1, 2018 for the purpose of preserving current private activity bond volume cap by refunding the maturing principal or redemption price, as the case may be, of portions of Bonds and Residential Housing Finance Bonds previously issued by the Agency (collectively, the “Single Family Housing Bonds”). Funds representing prepayments and repayments of mortgage loans financed with Single Family Housing Bonds, and other amounts available under the applicable bond resolution for the payment of those Single Family Housing Bonds, will be deposited into a cash collateral fund established under a separate amended and restated indenture of trust (the “2018 Revolving Credit Indenture”) as security for the repayment of the principal amount of the Bank Note that has been advanced to the Agency. The amount of the advances outstanding and not repaid with respect to the Bank Note may not exceed \$80,000,000 at any time and the cumulative amount of the advances made may not exceed \$200,000,000. The obligation of the Agency to pay the interest on, but not the principal of, the Bank Note is a general obligation of the Agency. A portion of the proceeds of the 2019 Series C Bonds will be used to repay a portion of the Bank Note and an equivalent amount released from the cash collateral fund under the 2018 Revolving Credit Indenture will be deposited in the 2019 Series CD subaccount in the Acquisition Account. The Agency has requested advances in the aggregate principal amount of \$\_\_\_\_\_, \$\_\_\_\_\_ of which is outstanding.

### **Single Family Mortgage Production Funding Considerations**

As a state housing finance agency, the Agency relies on municipal bond markets operating efficiently to fund its Program. Since the last half of 2008, these markets have not performed well, based on historical market relationships. Without subsidy of some kind (such as from an economic refunding or overcollateralization) generally the Agency cannot fully realize the benefit of tax-exempt bond financing using traditional bond structures to finance single family mortgage loans at competitive interest rates and must make use of other structures and funding sources. The Agency has successfully issued economic refunding bonds and bonds secured by excess collateral under its Residential Housing Bond Resolution, and bonds structured as monthly principal pass-through payments from an identified portfolio of GNMA Securities, Fannie Mae Securities and Freddie Mac Securities under the Bond Resolution, to fund current single family mortgage production by purchasing Program Securities.

In addition to funding its single family mortgage production by issuing bonds, the Agency from time to time sells Program Securities in the secondary market. Since 2009 the Agency has sold approximately \$[853] million of Program Securities in the open market as of May 1, 2019, \$[296] million of which would have been eligible to be financed with tax-exempt bonds. In 2013, the Agency also issued and sold three series of its Home Ownership Mortgage-Backed Exempt Securities Certificates in the aggregate principal amount of \$32.5 million, each of which is a special, limited obligation of the Agency payable from, and secured solely by, all principal and interest payments made on a single Program Security. Based on market conditions and the availability of economic refunding opportunities, the Agency determines whether to issue Additional Bonds under the Bond Resolution or under the Residential Housing Bond Resolution or to sell Program Securities in the secondary market.



## ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds related to the Series Bonds are as follows:

### *Sources*

Principal amount of Series Bonds .....  
 Agency funds .....  
 Total Sources of Funds

### *Uses*

Deposit to 2019 Series CD Acquisition Account .....  
 Deposit to Bond Fund Interest Account .....  
 Costs of Issuance .....  
 Underwriters' Compensation .....  
 Total Uses of Funds

The Agency will apply proceeds of the Series Bonds deposited in the 2019 Series CD subaccount in the Acquisition Account and Agency funds to reimburse itself for its previous acquisition of the 2019CD Program Securities and will credit those 2019CD Program Securities to that subaccount on the date of issuance of the Series Bonds.

## THE SERIES BONDS

### General

The Series Bonds will be fully registered bonds issued in denominations of \$1.00 or any multiple thereof. The Series Bonds will initially be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series Bonds. Wells Fargo Bank, National Association, Minneapolis, Minnesota, serves as Trustee under the Bond Resolution. Interest on the Series Bonds will be paid by funds wired by the Trustee to DTC, or its nominee, as registered owner of the Series Bonds, which interest is to be redistributed by DTC. Principal of the Series Bonds will be paid at maturity or earlier redemption upon surrender at the principal corporate trust office of the Trustee. (See "Appendix E — Book-Entry-Only System.")

For every exchange or transfer of Series Bonds, whether temporary or definitive, the Agency or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to that exchange or transfer. The Series Bonds mature on the date and in the amount set forth on the front cover hereof, subject to prior redemption as described below.

### Interest

Interest on the Series Bonds will be paid on the first day of each month, commencing July 1, 2019\* (each a "Regular Interest Payment Date"), and, in respect of any Series Bonds then to be redeemed, on the redemption date. Interest on the outstanding principal amount of the Series Bonds at the annual rate set forth on the front cover hereof initially will accrue from the dated date of the Series Bonds to, but excluding, July 1, 2019,\* and subsequently will accrue from the first calendar day of each month to, but excluding, the first calendar day of the immediately succeeding month, until payment of the principal or redemption price of the Series Bonds. Interest on the Series Bonds will be computed on the basis of a 360-day year composed of twelve 30-day months and will be paid to the Owners of record in the bond registration books maintained by the Trustee as of the 15th day of the month preceding the regularly scheduled interest payment date, whether or not a business day (the "Record Date" for the Series Bonds).

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\* Preliminary; subject to change.

## **Mandatory Redemption**

The Series Bonds of each series are required to be redeemed, in whole or in part, on each Regular Interest Payment Date, at a redemption price equal to the principal amount of the Series Bonds redeemed plus accrued interest to the redemption date, without premium, in a principal amount equal to all repayments and prepayments of mortgage principal from Program Loans backing 2019CD Program Securities (including participations in those 2019CD Program Securities, if any, as set forth in Appendix G) received by or on behalf of the Agency in the immediately preceding calendar month, as that amount is reasonably determined by the Trustee. The percentages of the amounts of repayments and prepayments to be applied to the redemption of the 2019 Series C Bonds and 2019 Series D Bonds, respectively, is set forth in Appendix G. In the event that on certain dates set forth on Appendix H to this Official Statement (the “Cumulative Redemption Dates”), the cumulative principal amount of the Series Bonds redeemed prior to and on that Cumulative Redemption Date will be less than the amount set forth for that Cumulative Redemption Date in Appendix H (the “Minimum Cumulative Redemption Amount”), the Agency is required to redeem an additional principal amount of Series Bonds, up to the Minimum Cumulative Redemption Amount, from any available funds under the Bond Resolution.

If the Series Bonds are to be redeemed in part upon any mandatory redemption, each series of the Series Bonds then outstanding will be redeemed in part, pro rata, in proportion to the outstanding principal amount of the Series Bonds to be redeemed to the aggregate outstanding principal amounts of all outstanding Series Bonds. To accomplish this pro rata redemption while a series of the Series Bonds are held in the DTC book-entry-only system, mandatory redemptions of that series will be made as a “Pro-Rata Pass-Through Distribution of Principal” by DTC. This redemption procedure, if effected by DTC, will cause a pro rata redemption of Series Bonds of that series among DTC Participants upon a mandatory redemption, but may not ensure a pro rata redemption of the Series Bonds among all Beneficial Owners thereof. (See Appendix E to this Official Statement for a general description of the DTC book-entry-only system.)

***No notice of redemption will be given to any Bondowner or Beneficial Owner of the date or amount of the mandatory redemption of any Series Bond.***

## **Optional Redemption**

The Agency may redeem the Series Bonds, or a series thereof, prior to their stated maturity date at its option, in whole or in part, in the amounts the Agency designates, on July 1, 2028<sup>\*</sup> or any subsequent date, from any amounts available to the Agency for that purpose, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest to the date of redemption, without premium.

## **General Provisions**

If a payment of interest, principal or the redemption price of a Series Bond is to be made on a day that is not a Business Day, it will be made on the next succeeding Business Day with the same force and effect as if made on the date of payment, and no interest will accrue thereon for the period after that date.

Except as otherwise provided in the 2018/2019 Series Resolutions, any Series Bonds to be optionally redeemed are to be redeemed only upon receipt by the Trustee of a certificate signed by an officer authorized by the Agency and stating the principal amount of the Series Bonds to be redeemed; provided that optional redemption will be made in such a manner that Revenues and other amounts expected to be on deposit in the applicable Funds and Accounts will be at least equal to all amounts required to be on deposit in order to pay the Debt Service on Outstanding Bonds when due in accordance with a Cash Flow Certificate filed with the Trustee.

If less than all Series Bonds of a series are to be redeemed pursuant to optional redemption and the Series Bonds are not held in the DTC book-entry-only system, the principal amount of each outstanding Series Bond will be redeemed, pro rata, in the proportion that the outstanding principal amount of that outstanding Series Bond bears to the outstanding principal amount of all outstanding Series Bonds. An optional redemption occurring when a series of the Series Bonds are held in the DTC book-entry-only system, will be made as DTC determines under DTC's then current practice. (See Appendix E to this Official Statement.)

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<sup>\*</sup> Preliminary; subject to change.

The Trustee must mail a copy of the notice of optional redemption by first class mail, to the registered owner of any Series Bond called for redemption at least 30 days prior to the redemption date; that registered owner to be determined from the bond registration books maintained by the Trustee determined as of the 15th day preceding the date that notice is mailed. (See “Appendix E — Book-Entry-Only System.”)

## SECURITY FOR THE BONDS

The Outstanding Bonds, including the Series Bonds, are secured as provided in the Bond Resolution by a pledge of (a) all proceeds of the sale of Bonds (other than proceeds deposited in trust for the retirement of Outstanding Bonds or other obligations and proceeds required by a Series Resolution to be deposited in escrow pending the conditions for the release of those proceeds from escrow being satisfied, which proceeds (and Investment Obligations purchased from those proceeds) are pledged solely to the payment of the Series of Bonds specified), (b) all Program Obligations and Investment Obligations made or purchased from the proceeds, (c) all Revenues, (d) any other loans, funds, securities, Cash Equivalents or other property of the Agency otherwise pledged as security for Outstanding Bonds or Other Obligations pursuant to a Series Resolution; (e) all right, title and interest of the Agency in and to all Participation Agreements and all Servicing Agreements entered into pursuant to a Series Resolution (including all extensions and renewals of their terms, if any) (exclusive of the Agency’s rights to receive and enforce payment of money directly and for its own purposes under a Participation Agreement or a Servicing Agreement, exclusive of indemnification rights of the Agency, and exclusive of rights of the Agency to give consents and receive notices), including, but without limitation, the present and continuing right to make claim for, collect and receive any income, revenues, receipts, issues, profits, insurance proceeds and other sums of money payable to or receivable by the Agency under the Participation Agreements or Servicing Agreements with respect to Program Obligations made or purchased from proceeds of the Bonds, whether payable pursuant to the Participation Agreements, the Servicing Agreements or otherwise; the right to bring actions and proceedings under the Servicing Agreements or for the enforcement thereof; and the right to do any and all things which the Agency is or may become entitled to do under the Servicing Agreements; and (f) all money, Investment Obligations and other assets and income held in and receivable by Funds and Accounts established by or pursuant to the Bond Resolution. The Bonds, including the Series Bonds, are also general obligations of the Agency, payable out of any of its moneys, assets or revenues, subject only to the provisions of other resolutions or indentures now or hereafter pledging and appropriating particular moneys, assets or revenues to particular notes or bonds, or State or federal laws or restrictions that particular funds be applied for a specified purpose. The pledge granted by the Bond Resolution is for the equal benefit, protection and security of Owners of all Outstanding Bonds, except as otherwise expressly provided therein or in the Program Series Resolution.

*The Agency has no taxing power. The State is not liable for the payment of the Bonds, and the Bonds are not a debt of the State.*

### Cash Flow Certificate

The Bond Resolution requires that the Agency file a Cash Flow Certificate with the Trustee (i) at least once within a 12-month period and as otherwise required under the Bond Resolution or a Series Resolution, (ii) upon the proposed application of funds in the Revenue Fund to acquire Program Obligations or to pay Program Expenses, if not contemplated by a prior Cash Flow Certificate, or (iii) to release funds to the Agency from the Revenue Fund or to transfer funds to the Alternative Loan Fund. The Bond Resolution also permits a revised Cash Flow Certificate to be filed at any time directed by the Agency. The Cash Flow Certificate is to give effect to the action proposed to be taken and to demonstrate that in the current and in each succeeding Fiscal Year in which Bonds are scheduled to be Outstanding that Revenues and other amounts expected to be on deposit in the Funds and Accounts established under the Bond Resolution or any Series Resolution (excluding, except to the extent otherwise provided in a Series Resolution, the Single Family Housing Fund) will be at least equal to all amounts required to be on deposit in order to pay the Debt Service on the Bonds and to maintain the balance in the Mortgage Reserve Fund at the Mortgage Reserve Requirement, if any; provided that, to the extent specified in a Series Resolution, a Fund or Account (other than those excluded above) will not be taken into account when preparing the Cash Flow Certificate. The Cash Flow Certificate is to set forth the assumptions upon which the estimates therein are based, which assumptions will be based upon the Agency’s reasonable expectations at the time the Cash Flow Certificate is filed. As set forth more fully in “Appendix D — Summary of Certain Provisions of the Bond Resolution — Revenue Fund,” the Agency may withdraw from the Revenue Fund funds to be released to the Agency free and clear of the lien of the Bond

Resolution, for deposit in the Agency's General Reserve Account or in the Alternative Loan Fund, in each case upon the filing with the Trustee a Cash Flow Certificate and a Parity Certificate.

### **Investment Obligations**

The Agency may invest bond proceeds and other funds held in the Acquisition Account, the Mortgage Reserve Fund, the Revenue Fund, the Bond Fund, and the Bond Redemption Fund under the Bond Resolution in Investment Obligations as defined in the Bond Resolution (see "Appendix D – Summary of Certain Provisions of the Bond Resolution – Certain Defined Terms").

### **Revenues**

When Revenues are greater than the amount necessary to pay principal and interest due with respect to the Bonds, the excess may be used, to the extent permitted by applicable federal tax law and the applicable Series Resolution, to make or purchase additional Program Obligations or to redeem Bonds. If Revenues are less than the amount necessary to pay principal of and interest due with respect to the Bonds, then, unless the Agency at its option provides the amount necessary for that payment from the General Reserve Account of the Agency or any other lawful source other than funds and accounts pledged pursuant to the Bond Resolution, the Trustee is to withdraw the necessary amount from the following funds in order of priority: (i) the Bond Redemption Fund, but only to the extent that amounts therein are in excess of amounts required for the redemption of Bonds for which any required notice of redemption has been given, (ii) the Revenue Fund, and (iii) the Mortgage Reserve Fund.

The 2018/2019 Series Resolutions provide that repayments and prepayments of mortgage principal received from the Program Loans backing the 2019CD Program Securities are to be applied to the mandatory redemption of the Series Bonds as described under "The Series Bonds—Mandatory Redemption." The Agency will not use excess Revenues to redeem the Series Bonds, except upon an optional redemption as described under "The Series Bonds—Optional Redemption."

### **Program Securities Pledged under the Bond Resolution**

As of December 31, 2018, the following Program Securities (comprised of GNMA Securities, Fannie Mae Securities and Freddie Mac Securities) were pledged to secure Outstanding Bonds under the Bond Resolution:

	Principal Amount	
	<u>Outstanding</u>	<u>Percentage</u>
GNMA II	\$ 735,939,000	47.91%
GNMA I	213,139,000	13.87
FNMA	563,400,000	36.67
FHLMC	23,735,000	1.55
Total	\$1,536,213,000	100.00%

### **Mortgage Reserve Fund**

Although a Mortgage Reserve Fund has been established under the Bond Resolution, there is no Mortgage Reserve Requirement in respect of any Outstanding Bonds or the Series Bonds.

### **Additional Bonds**

The Bond Resolution and the Program Series Resolution permit the issuance of additional Bonds, upon the adoption of a Series Resolution, without limitation as to amount, to provide funds for the purpose of financing Program Obligations and, in addition, to refund outstanding Bonds or other obligations of the Agency. No additional Series of Bonds may be issued except upon receipt by the Trustee of (1) an Agency Certificate certifying (a) that an amount equal to the Mortgage Reserve Requirement, if any, effective upon issuance of the Bonds will be on deposit in the Mortgage Reserve Fund, and (b) that the estimated Revenues set forth in an Agency Certificate are in excess of required fund transfers and debt service on the Bonds in each Fiscal Year as set forth in the Agency Certificate, (2) a Cash Flow Certificate, giving effect to the issuance of the additional Bonds, and (3) written confirmation that the then existing ratings of the Bonds will not be impaired.

Any additional Bonds issued under the Bond Resolution will be secured on an equal basis with the Series Bonds and all other Outstanding Bonds and will be entitled to the equal benefit, protection and security of the provisions, covenants and agreements in the Bond Resolution, except as otherwise expressly provided in the Resolutions or the Program Series Resolution.

#### **State Pledge against Impairment of Contracts**

The State in the Act has pledged to and agreed with the Bondowners that it will not limit or alter the rights vested in the Agency to fulfill the terms of any agreements made with them or in any way impair the rights and remedies of the Bondowners until the Bonds, together with the interest thereon and on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of the Bondowners, are fully met and discharged.

### **GOVERNMENT NATIONAL MORTGAGE ASSOCIATION MORTGAGE-BACKED SECURITIES**

*This summary does not purport to be comprehensive and is qualified in its entirety by reference to the GNMA Mortgage-Backed Securities Guide and to the documents referred to herein for full and complete statements of their provisions. Additional information is available at [www.ginniemae.gov](http://www.ginniemae.gov).*

The Government National Mortgage Association is a wholly owned corporate instrumentality of the United States within the Department of Housing and Urban Development with its principal office in Washington, D.C. The documents and websites referred to above are not a part of this Official Statement, and neither the Agency nor any of the Underwriters takes any responsibility for information contained in any of these documents or websites.

Each GNMA Security is to be issued under either the GNMA I Program or the GNMA II Program. Although there are a number of differences between GNMA I Securities and GNMA II-Custom Pool Securities, those differences do not adversely affect the availability of Revenues with which to pay principal of and interest on Outstanding Bonds. Each GNMA Security is to be backed by a pool of mortgage loans in a minimum aggregate amount of \$25,000 and multiples of \$1 in excess of \$25,000. The Master Servicer is required to pay to the Trustee (in the case of a GNMA I Security) or to the Central Paying and Transfer Agent (in the case of a GNMA II-Custom Pool Security), and the Central Paying and Transfer Agent is required to pay to the Trustee, as the owner of the GNMA Security, the regular monthly installments of principal and interest on the mortgage loans backing the GNMA Security (less the Master Servicer's servicing fee, which includes the GNMA guaranty fee), whether or not the Master Servicer receives those installments, plus any mortgage prepayments received by the Master Servicer in the previous month. The Government National Mortgage Association guarantees the timely payment of the principal of and interest on the GNMA Security.

In order to issue GNMA Securities, the Master Servicer must first apply to and receive from the Government National Mortgage Association a commitment to guarantee securities. Such a commitment authorizes the Master Servicer to issue GNMA Securities up to a stated amount during a one-year period following the date of the commitment. The Master Servicer is required to pay the application fee to the Government National Mortgage Association for the commitments. The amount of commitments to guarantee GNMA Securities that the Government National Mortgage Association can approve in any federal fiscal year is limited by statute and administrative procedures. The total annual amount of available commitments is established in appropriation acts and related administrative procedures.

The issuance of each GNMA Security by the Master Servicer is subject to the following conditions, among others: (i) the purchase by the Master Servicer of mortgage loans in a minimum aggregate principal amount at least equal to the minimum size permitted by the Government National Mortgage Association for each GNMA Security (the origination being subject, among other conditions, to the availability of FHA mortgage insurance and VA guarantees), (ii) the submission by the Master Servicer to the Government National Mortgage Association of certain documents required by the Government National Mortgage Association in form and substance satisfactory to the Government National Mortgage Association, (iii) the Master Servicer's continued compliance, on the date of issuance of the GNMA Security, with all of the Government National Mortgage Association's eligibility requirements, specifically including, but not limited to, certain net worth requirements, (iv) the Master Servicer's

continued approval by the Government National Mortgage Association to issue GNMA Securities, and (v) the Master Servicer's continued ability to issue, execute and deliver the GNMA Security, as that ability may be affected by the Master Servicer's bankruptcy, insolvency or reorganization. In addition, the issuance of a GNMA Security by the Master Servicer is subject to the condition that the Government National Mortgage Association must have entered into a guaranty agreement with the Master Servicer. The conditions to the Government National Mortgage Association entering into such an agreement may change from time to time, and there can be no assurance that the Master Servicer will be able to satisfy all the requirements in effect at the time a GNMA Security is to be issued. Moreover, there can be no assurance that all of the above conditions will be satisfied at the time a GNMA Security is to be issued by the Master Servicer for purchase by the Trustee.

### **GNMA Security**

The Government National Mortgage Association is authorized by Section 306(g) of Title III of the National Housing Act of 1934, as amended (the "Housing Act") to guarantee the timely payment of the principal of, and interest on, securities that are based on and backed by a pool composed of, among other things, mortgage loans insured by FHA under the Housing Act or guaranteed by the VA under the Servicemen's Readjustment Act of 1944, as amended. Section 306(g) further provides that "[T]he full faith and credit of the United States is pledged to the payment of all amounts which may be required to be paid under any guaranty under this subsection." An opinion dated December 9, 1969, of an Assistant Attorney General of the United States, states that guarantees under Section 306(g) of mortgage-backed securities of the type to be delivered to the Trustee by the Lenders are authorized to be made by the Government National Mortgage Association and "would constitute general obligations of the United States backed by its full faith and credit."

### **Government National Mortgage Association Borrowing Authority**

In order to meet its obligations under the guaranty, the Government National Mortgage Association, in its corporate capacity under Section 306(d) of Title III of the Housing Act, may issue its general obligations to the United States Treasury (the "Treasury") in an amount outstanding at any one time sufficient to enable the Government National Mortgage Association, with no limitations as to amount, to perform its obligations under its guaranty of the timely payment of the principal of and interest on the GNMA Securities. The Treasury is authorized to purchase any obligations so issued by the Government National Mortgage Association and has indicated in a letter dated February 13, 1970, from the Secretary of the Treasury to the Secretary of Housing and Urban Development ("HUD") that the Treasury will make loans to the Government National Mortgage Association, if needed, to implement the aforementioned guaranty.

The Government National Mortgage Association is to warrant to the Trustee, as the owner of the GNMA Securities, that, in the event it is called upon at any time to honor its guaranty of the payment of principal and interest on any GNMA Security, it shall, if necessary, in accordance with Section 306(d), apply to the Treasury Department of the United States for a loan or loans in amounts sufficient to make the payment.

### **Servicing of the Mortgage Loans**

Under contractual arrangements that will be entered into by and between the Master Servicer and the Government National Mortgage Association, and pursuant to the Program Documents, the Master Servicer is responsible for servicing and otherwise administering the mortgage loans in accordance with generally accepted practices of the mortgage lending industry and the Government National Mortgage Association Servicer's Guide.

The monthly remuneration of the Master Servicer, for its servicing and administrative functions, and the guaranty fee charged by the Government National Mortgage Association, are based on the unpaid principal amount of each GNMA Security outstanding on the last day of the month preceding the calculation. Each GNMA Security carries an interest rate that is fixed below the lowest interest rate on the underlying mortgage loans because the servicing and guaranty fees are deducted from payments on the mortgage loans before the payments are forwarded to the Trustee.

It is expected that interest and principal payments on the mortgage loans received by the Master Servicer will be the source of money for payments on the GNMA Securities. If those payments are less than the amount then due, the Master Servicer is obligated to advance its own funds to ensure timely payment of all scheduled payments of principal and interest due on the GNMA Securities. The Government National Mortgage Association guarantees

the timely payment in the event of the failure of the Master Servicer to pass through an amount equal to the scheduled payments (whether or not made by the mortgagors).

The Master Servicer is required to advise the Government National Mortgage Association in advance of any impending default on scheduled payments so that the Government National Mortgage Association, as guarantor, will be able to continue the payments as scheduled on the third business day after the twentieth day of each month. However, if the payments are not received as scheduled, the Trustee has recourse directly to the Government National Mortgage Association.

### **Guaranty Agreement**

The Government National Mortgage Association guaranty agreement to be entered into by the Government National Mortgage Association and the Master Servicer upon issuance of a GNMA Security, pursuant to which the Government National Mortgage Association guarantees the payment of principal of and interest on that GNMA Security (the “GNMA Guaranty Agreement”), provides that, in the event of a default by the Master Servicer, including (i) a failure to make any payment due under the GNMA Security, (ii) a request to the Government National Mortgage Association to make a payment of principal or interest on a GNMA Security and the utilization thereof by the Master Servicer, (iii) insolvency of the Master Servicer, or (iv) default by the Master Servicer under any other terms of the GNMA Guaranty Agreement, the Government National Mortgage Association has the right, by letter to the Master Servicer, to effect and complete the extinguishment of the Master Servicer’s interest in the mortgage loans, and the mortgage loans will thereupon become the absolute property of the Government National Mortgage Association, subject only to the unsatisfied rights of the owner of the GNMA Security. In that event, the GNMA Guaranty Agreement provides that on and after the time the Government National Mortgage Association directs a letter of extinguishment to the Master Servicer, the Government National Mortgage Association will be the successor in all respects to the Master Servicer in its capacity under the GNMA Guaranty Agreement and the transaction and arrangements set forth or arranged for therein, and will be subject to all responsibilities, duties, and liabilities (except the Master Servicer’s indemnification of the Government National Mortgage Association), theretofore placed on the Master Servicer by the terms and provisions of the GNMA Guaranty Agreement, provided that at any time the Government National Mortgage Association may enter into an agreement with any other eligible issuer of GNMA Securities under which the latter undertakes and agrees to assume any part or all responsibilities, duties or liabilities theretofore placed on the Master Servicer, and provided that no agreement is to detract from or diminish the responsibilities, duties or liabilities of the Government National Mortgage Association in its capacity as guarantor of the GNMA Security, or otherwise adversely affect the rights of the owner thereof.

### **Payment of Principal of and Interest on the GNMA Securities**

Regular monthly installment payments on each GNMA Security are required to begin on the fifteenth day (in the case of a GNMA I Security) and on the twentieth day (in the case of a GNMA II-Custom Pool Security) (or in each case if that day is not a business day then the next business day), of the first month following the date of issuance of the GNMA Security and will be equal to the aggregate amount of the scheduled monthly principal and interest payments on each mortgage loan in the mortgage pool backing the GNMA Security, less the monthly servicing and guaranty fees. In addition, each payment is required to include any mortgage prepayments on mortgage loans underlying the GNMA Security.

## **FANNIE MAE MORTGAGE-BACKED SECURITIES**

### **General**

*The following summary of the Fannie Mae MBS Program (as defined below), the Fannie Mae Securities, Fannie Mae’s mortgage purchase and servicing standards and other documents referred to herein does not purport to be complete and is qualified in its entirety by reference to Fannie Mae’s Prospectus, as defined below, the Fannie Mae Single Family Selling and Servicing Guides and the other documents referred to herein.*

Fannie Mae is subject to the supervision and regulation of the Federal Housing Finance Agency to the extent provided in the Housing and Economic Recovery Act of 2008. The FHFA has placed Fannie Mae into conservatorship.

Information on Fannie Mae and its financial condition is contained in Fannie Mae's most current annual report on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K that are filed with the Securities and Exchange Commission (the "SEC"). Fannie Mae files reports, proxy statements and other information with the SEC. Materials that it files with the SEC are also available from the SEC's website, "www.sec.gov." In addition, these materials may be inspected, without charge, and copies may be obtained at prescribed rates, at the SEC's Public Reference Room at 100 F Street, NE, Room 1580, Washington, DC 20549. Investors may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The periodic reports filed by Fannie Mae with the SEC are also available on Fannie Mae's website at <http://www.fanniemae.com/ir/sec> or from Fannie Mae at the Office of Investor Relations at 202-752-7115. The documents and websites referred to above are not a part of this Official Statement, and neither the Agency nor any of the Underwriters takes any responsibility for information contained in any of these documents or websites.

## **Fannie Mae**

Fannie Mae is a government-sponsored enterprise that was chartered by the U.S. Congress in 1938, organized and existing under the Federal National Mortgage Association Charter Act, 12 U.S.C. 1716 et seq. (the "Charter"). Fannie Mae has a public mission to support liquidity and stability in the secondary mortgage market, where existing mortgage loans are purchased and sold. Fannie Mae securitizes mortgage loans originated by lenders in the primary mortgage market into mortgage-backed securities ("Fannie Mae MBS"), which can then be bought and sold in the secondary mortgage market. Fannie Mae also participates in the secondary mortgage market by purchasing mortgage loans (often referred to as "whole loans") and mortgage-related securities, including Fannie Mae MBS, for Fannie Mae's mortgage portfolio. In addition, Fannie Mae makes other investments to increase the supply of affordable housing, however, pursuant to the Charter, Fannie Mae may not lend money directly to consumers in the primary mortgage market. *Although Fannie Mae is a corporation chartered by the U.S. Congress, the conservator of Fannie Mae is a U.S. Government agency, and the United States Department of Treasury ("Treasury") owns senior preferred stock and a warrant to purchase common stock of Fannie Mae, the U.S. Government (including Treasury) does not guarantee, directly or indirectly, the securities or other obligations of Fannie Mae.*

On September 6, 2008, the Director of the Federal Housing Finance Agency ("FHFA"), the safety, soundness and mission regulator of Fannie Mae, placed Fannie Mae into conservatorship and appointed FHFA as the conservator. As the conservator, FHFA succeeded to all rights, titles, powers and privileges of Fannie Mae, and of any stockholder, officer or director of Fannie Mae with respect to Fannie Mae and the assets of Fannie Mae. As such, FHFA has the authority to conduct all business of Fannie Mae. Pursuant to the Housing and Economic Recovery Act of 2008, FHFA, as conservator, may take "such action as may be necessary to put the regulated entity in a sound and solvent condition." Fannie Mae has no control over FHFA's actions or the actions it may direct Fannie Mae to take. The conservatorship has no specified termination date; Fannie Mae does not know when or how the conservatorship will be terminated. In addition, the Board of Directors of Fannie Mae does not have any fiduciary duties to any person or entity except to FHFA, as conservator. Accordingly, the Board of Directors is not obligated to consider the interests of Fannie Mae or the stockholders of Fannie Mae unless specifically directed to do so by FHFA, as conservator. The United States Department of Housing and Urban Development, however, remains Fannie Mae's regulator with respect to fair lending matters.

## **Mortgage-Backed Security Program**

Fannie Mae has implemented a mortgage-backed securities program pursuant to which Fannie Mae issues securities backed by pools of mortgage loans (the "MBS Program"). **The obligations of Fannie Mae, including its obligations under the Fannie Mae Securities, are obligations solely of Fannie Mae and are not guaranteed by the United States Government (including Treasury) and do not constitute a debt or obligation of the United States or any agency or instrumentality thereof, including Treasury and FHFA, other than Fannie Mae.**

The terms of the MBS Program are governed by the Fannie Mae Single Family Selling and Servicing Guides (the "Fannie Mae Guides"), as modified by a pool purchase contract, and, in the case of mortgage loans such as the Program Loans exchanged with Fannie Mae, a single family master trust agreement (the "Trust Indenture"), and a supplement thereto to be issued by Fannie Mae in connection with each pool. The MBS Program is further described in a prospectus issued by Fannie Mae (the "Fannie Mae Prospectus"). The Fannie Mae Prospectus is updated from time to time.



## Fannie Mae Securities

Each Fannie Mae Security will represent the entire interest in a specified pool of mortgage loans purchased by Fannie Mae from the Master Servicer and identified in records maintained by Fannie Mae. The Pool Contract requires that each Fannie Mae Security be in a minimum amount of \$250,000 (or, in each case, the lesser amounts as may be approved by Fannie Mae). The mortgage loans backing each Fannie Mae Security are to bear interest at a rate higher than each Fannie Mae Security (the “pass-through rate”). The difference between the interest rate on the mortgage loans and the pass-through rate on the Fannie Mae Security is to be collected by the Master Servicer and used to pay the Master Servicer’s servicing fee and Fannie Mae’s guaranty fee.

Fannie Mae will guarantee to the registered holder of the Fannie Mae Securities that it will distribute amounts representing scheduled principal and interest at the applicable pass-through rate on the mortgage loans in the pools represented by the Fannie Mae Securities, whether or not received, and the full principal balance of any foreclosed or other finally liquidated mortgage loan, whether or not that principal balance is actually received. **The obligations of Fannie Mae under these guarantees are obligations solely of Fannie Mae and are not backed by, nor entitled to the faith and credit of the United States. If Fannie Mae were unable to satisfy these obligations, distributions to the Trustee, as the registered holder of the Fannie Mae Securities, would consist solely of payments and other recoveries on the underlying mortgage loans and, accordingly, monthly distributions to the Trustee, as the holder of the Fannie Mae Securities, and payments on Outstanding Bonds would be affected by delinquent payments and defaults on those mortgage loans.**

### Payments on the Mortgage Loans; Distributions on the Fannie Mae Securities

Payments on a Fannie Mae Security will be made on the 25th day of each month (beginning with the month following the month the Fannie Mae Security is issued), or, if the 25th day is not a business day, on the first business day next succeeding the 25th day. With respect to each Fannie Mae Security, Fannie Mae will distribute to the Trustee an amount equal to the total of (i) the principal due on the mortgage loans in the related pool underlying the Fannie Mae Security during the period beginning on the second day of the month prior to the month of the distribution and ending on the first day of the month of distribution, (ii) the stated principal balance of any mortgage loan that was prepaid in full during the second month next preceding the month of the distribution (including as prepaid for this purpose at Fannie Mae’s election any mortgage loan repurchased by Fannie Mae because of Fannie Mae’s election to repurchase the mortgage loan after it is delinquent, in whole or in part, with respect to four consecutive installments of principal and interest; or because of Fannie Mae’s election to repurchase that mortgage loan under certain other circumstances), (iii) the amount of any partial prepayment of a mortgage loan received in the second month next preceding the month of distribution, and (iv) one month’s interest at the pass-through rate on the principal balance of the Fannie Mae Security as reported to the Trustee (assuming the Trustee is the registered holder) in connection with the previous distribution (or, respecting the first distribution, the principal balance of the Fannie Mae Security on its issue date).

For purposes of distributions, a mortgage loan will be considered to have been prepaid in full if, in Fannie Mae’s reasonable judgment, the full amount finally recoverable on account of that mortgage loan has been received, whether or not that full amount is equal to the stated principal balance of the mortgage loan. Fannie Mae may, in its discretion, include with any distribution principal prepayments, both full and partial, received during the month prior to the month of distribution but is under no obligation to do so.

## FREDDIE MAC MORTGAGE-BACKED SECURITIES

### General

*The following summary of the Freddie Mac Guarantor Program, the Freddie Mac Securities, Freddie Mac’s mortgage purchase and servicing standards and other documents referred to herein does not purport to be complete and is qualified in its entirety by reference to Freddie Mac’s Mortgage Participation Certificates Offering Circular, applicable Offering Circular Supplements, Freddie Mac’s Information Statement, any Information Statement Supplements, the Freddie Mac Securities and any other documents made available by Freddie Mac. Copies of the Offering Circular, Information Statement and any supplements to those documents and other information can be obtained by calling Freddie Mac’s Investor Inquiry Department (telephone (800) 336-3672) or by accessing Freddie Mac’s World Wide Web site.*

Freddie Mac is subject to the supervision and regulation of the FHFA to the extent provided in the federal Housing and Economic Recovery Act of 2008. The FHFA has placed Freddie Mac into conservatorship.

Freddie Mac is a publicly traded company listed on the New York Stock Exchange (symbol: FRE). Information on Freddie Mac and its financial condition is contained in annual, quarterly and current reports, proxy statements and other information that Freddie Mac files with the SEC. You may read and copy any document Freddie Mac files with the SEC at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. These SEC filings are also available to the public from the SEC's website at <http://www.sec.gov>. The documents and websites referred to above are not a part of this Official Statement, and neither the Agency nor any of the Underwriters takes any responsibility for information contained in any of these documents or websites.

### **Freddie Mac**

Freddie Mac is a shareholder-owned government-sponsored enterprise created on July 24, 1970 pursuant to the Federal Home Loan Mortgage Corporation Act, Title III of the Emergency Home Finance Act of 1970, as amended, 12 U.S.C. §§ 1451-1459 (the "Freddie Mac Act"). Freddie Mac's statutory mission is (i) to provide stability in the secondary market for residential mortgages; (ii) to respond appropriately to the private capital market; (iii) to provide ongoing assistance to the secondary market for residential mortgages (including activities relating to mortgages on housing for low- and moderate-income families involving a reasonable economic return that may be less than the return earned on other activities); and (iv) to promote access to mortgage credit throughout the United States (including central cities, rural areas and underserved areas) by increasing the liquidity of mortgage financing. Neither the United States nor any agency or instrumentality of the United States is obligated, either directly or indirectly, to fund the mortgage purchase or financing activities of Freddie Mac or to guarantee Freddie Mac's securities or obligations.

Freddie Mac's principal business consists of the purchase of (i) first-lien, conventional residential mortgages subject to certain maximum loan limits and other underwriting requirements under the Freddie Mac Act and (ii) securities backed by those mortgages. Freddie Mac finances its mortgage purchases and mortgage-backed securities purchases through the issuance of a variety of securities, primarily pass-through mortgage participation certificates and unsecured debt, as well as with cash and equity capital.

On September 7, 2008, the Director of the Federal Housing Finance Agency ("FHFA") appointed FHFA as conservator of Freddie Mac in accordance with the Federal Housing Finance Reform Act of 2008 (the "Reform Act") and the Federal Housing Enterprises Financial Safety and Soundness Act of 1992. On September 7, 2008, in connection with the appointment of FHFA as conservator, Freddie Mac and the U.S. Department of the Treasury ("Treasury") entered into a Senior Preferred Stock Purchase Agreement. Also, pursuant to its authority under the Reform Act, Treasury announced that it has established the Government Sponsored Enterprise Credit Facility (a lending facility to ensure credit availability to Freddie Mac, Fannie Mae, and the Federal Home Loan Banks that will provide secured funding on an as needed basis under terms and conditions established by the Treasury Secretary to protect taxpayers) and a program under which Treasury will purchase Government Sponsored Enterprise (including Freddie Mac) mortgage-backed securities (MBS) in the open market. The announcements by FHFA and Treasury and descriptions of these programs are available at their respective websites: <http://www.OFHEO.gov> and <http://www.Treasury.gov>.

### **Freddie Mac Guarantor Program**

Freddie Mac has established a mortgage purchase program pursuant to which Freddie Mac purchases a group of mortgages from a single seller in exchange for a Freddie Mac certificate representing an undivided interest in a pool consisting of the same mortgages (the "Guarantor Program"). Freddie Mac approves the institutions that may sell and service mortgages under the Guarantor Program on an individual basis after consideration of factors such as financial condition, operational capability and mortgage origination and/or servicing experience. Most sellers and servicers are HUD-approved mortgagees or FDIC-insured financial institutions.

## Freddie Mac Securities

Freddie Mac Securities will be mortgage pass-through securities issued and guaranteed by Freddie Mac under its Guarantor Program. Freddie Mac Securities are issued only in book-entry form through the Federal Reserve Banks' book-entry system. Each Freddie Mac Security represents an undivided interest in a pool of mortgage loans. Payments by borrowers on the mortgage loans in the pool are passed through monthly by Freddie Mac to record holders of the Freddie Mac Securities representing interests in that pool.

Payments on Freddie Mac Securities begin on or about the fifteenth day of the first month following issuance. Each month, Freddie Mac passes through to record holders of Freddie Mac Securities their proportionate share of principal payments on the mortgage loans in the related pool and one month's interest at the applicable pass-through rate. The pass-through rate for a Freddie Mac Security is determined by subtracting from the lowest interest rate on any of the mortgage loans in the pool the applicable servicing fee and Freddie Mac's management and guarantee fee, if any. The interest rates on the mortgages in a pool formed under Freddie Mac's Guarantor Program must fall within a range from the pass-through rate on the Freddie Mac Securities plus the minimum servicing fee through the pass-through rate plus 250 basis points.

Freddie Mac guarantees to each record holder of a Freddie Mac Security the timely payment of interest at the applicable pass-through rate on the principal balance of the holder's Freddie Mac Security. Freddie Mac also guarantees to each holder of a Freddie Mac Security (i) the timely payment of the holder's proportionate share of monthly principal due on the related mortgage loans, as calculated by Freddie Mac, and (ii) the ultimate collection of the holder's proportionate share of all principal of the related mortgage loans, without offset or reduction, no later than the payment date that occurs in the month by which the last monthly payment on the Freddie Mac Security is scheduled to be made.

Freddie Mac may pay the amount due on account of its guarantee of ultimate collection of principal on a mortgage at any time after default, but not later than 30 days following (i) the foreclosure sale of the mortgaged property, (ii) if applicable, the payment of an insurance or guaranty claim by the mortgage insurer or guarantor or (iii) the expiration of any right of redemption that the borrower may have, whichever is the last to occur. In no event, however, will Freddie Mac make payments on account of this guarantee later than one year after an outstanding demand has been made on the borrower for accelerated payment of principal or for payment of the principal due at maturity.

**The obligations of Freddie Mac under its guarantees of the Freddie Mac Securities are obligations of Freddie Mac only. The Freddie Mac Securities, including the interest thereon, are not guaranteed by the United States and do not constitute debts or obligations of the United States or any agency or instrumentality of the United States other than Freddie Mac. If Freddie Mac were unable to satisfy its obligations under its guarantees, distributions on the Freddie Mac Securities would consist solely of payments and other recoveries on the related mortgages; accordingly, delinquencies and defaults on the mortgage loans would affect distributions on the Freddie Mac Securities and could adversely affect payments on Outstanding Bonds.**

## Mortgage Purchase and Servicing Standards

All mortgage loans purchased by Freddie Mac must meet certain standards established by the Freddie Mac Act. In addition, Freddie Mac has established its own set of mortgage purchase standards, including credit, appraisal and underwriting guidelines. These guidelines are designed to determine the value of the real property securing a mortgage loan and the creditworthiness of the borrower. Freddie Mac's administration of its guidelines may vary based on its evaluation of and experience with the seller of the mortgage loans, the loan-to-value ratio and age of the mortgage loans, the type of property securing the mortgage loans and other factors.

Freddie Mac has also established servicing policies and procedures to support the efficient and uniform servicing of the mortgage loans it purchases. Each servicer must perform diligently all services and duties customary to the servicing of mortgage loans in a manner consistent with prudent servicing standards. The duties performed by a servicer include collection and remittance of principal and interest to Freddie Mac; administration of escrow accounts; collection of insurance or guaranty claims; property inspections; and, if necessary, foreclosure. Freddie Mac monitors servicers' performance through periodic and special reports and inspections.

In the event of an existing or impending delinquency or other default on a mortgage loan, Freddie Mac may attempt to resolve the default through a variety of measures. In determining which measures to pursue with respect to a given mortgage loan and when to initiate those measures, Freddie Mac seeks to minimize the costs that may be incurred in servicing the mortgage, as well as Freddie Mac's possible exposure under its guarantees. However, the measures that Freddie Mac may choose to pursue to resolve a default will not affect Freddie Mac's guarantees. In any event, Freddie Mac generally repurchases from a pool any mortgage loan that has remained delinquent for at least 120 consecutive days and makes payment of principal to record holders pursuant to Freddie Mac's guarantee of ultimate collection of principal.

## **THE MASTER SERVICER**

U.S. Bank National Association currently serves as Master Servicer for the Agency's MBS Program, including the Program Securities to be financed with proceeds of the Series Bonds. The Agency has entered into a Servicing Agreement, dated as of October 17, 2013 (the "Servicing Agreement"), with U.S. Bank National Association, as master servicer (the "Master Servicer"), for an indefinite term (subject to termination rights), which replaces the previous servicing agreement executed by the Agency and the Master Servicer. The Program Securities acquired with proceeds of the Series Bonds are expected to be serviced by the Master Servicer.

THE FOLLOWING INFORMATION ABOUT THE MASTER SERVICER RELATES TO AND WAS SUPPLIED BY U.S. BANK NATIONAL ASSOCIATION. NONE OF THE AGENCY, THE UNDERWRITERS, THEIR COUNSEL OR BOND COUNSEL HAS VERIFIED THIS INFORMATION OR GUARANTEES IT AS TO COMPLETENESS OR ACCURACY. POTENTIAL INVESTORS SHOULD NOT CONSTRUE THIS INFORMATION AS A REPRESENTATION OF ANY OF THE AGENCY, THE UNDERWRITERS, THEIR COUNSEL OR BOND COUNSEL.

As of December 31, 2018, the Master Servicer serviced 1,479,252 single-family mortgage loans purchased through its U.S. Bank Home Mortgage Division, with an aggregate principal balance of approximately \$229.3 billion. The Master Servicer currently services single-family mortgage loans for state and local housing finance authorities, mutual savings banks, life insurance companies, savings and loan associations, commercial banks, as well as Fannie Mae, GNMA and Freddie Mac.

As of December 31, 2018, according to its unaudited quarterly financial statements, U.S. Bancorp had total assets of approximately \$467.4 billion and a net worth of \$51.0 billion. For the twelve months ended December 31, 2018, the Master Servicer, through its U.S. Bank Home Mortgage Division, originated and purchased single-family mortgage loans in the total principal amount of approximately \$40.2 billion.

The Master Servicer is (i) an FHA- and VA-approved lender in good standing, (ii) a GNMA-approved seller and servicer of mortgage loans and an issuer of mortgage-backed securities guaranteed by GNMA, (iii) a Fannie Mae approved seller and servicer of Fannie Mae Securities, and (iv) a Freddie Mac approved seller and servicer of Freddie Mac securities.

The Master Servicer is not liable for the payment of the principal of Outstanding Bonds or the interest or redemption premium, if any, thereon.

The holding company for U.S. Bank National Association is U.S. Bancorp, the fifth largest financial services holding company in the United States.

## **THE HOMEOWNERSHIP FINANCE PROGRAM**

### **General**

The following provides a general description of the Agency's Program in respect of the Program Securities backed by Program Loans to be purchased with proceeds of the Series Bonds, which is subject to change from time to time as provided in the Resolutions and is also subject to applicable federal and State law.

Under the Bond Resolution, the Agency may issue Bonds to finance Program Obligations to provide financing for single family, owner-occupied housing. All Series of Bonds issued under the Bond Resolution are

secured on an equal basis, except as otherwise expressly provided in the Bond Resolution. The Agency will use proceeds of the Series Bonds to purchase Program Securities backed by Program Loans. The Agency does not currently anticipate that future Series of Bonds issued under the Bond Resolution will finance Program Obligations other than Program Securities, but the Bond Resolution permits Additional Bonds to be issued to finance Program Loans directly if the conditions for issuance of the Additional Bonds are met. (See “Security for the Bonds—Additional Bonds.”)

### **History and Transition to “MBS” Model**

Effective for commitments made on or after September 1, 2009, the Agency changed its single-family mortgage lending program from a “whole loan” model to an “MBS” (mortgage-backed securities) model. The Agency has entered into the Servicing Agreement with the Master Servicer, for an indefinite term (subject to termination rights). Pursuant to the Servicing Agreement, the Master Servicer is to acquire single family mortgage loans meeting Program requirements and pool these Program Loans into Program Securities to be purchased by the Trustee on behalf of the Agency. (See “Procedures for Origination, Purchase and Pooling” below.) For additional information regarding the Master Servicer, see “The Master Servicer.”

The Agency has acquired the 2019CD Program Securities pursuant to the Servicing Agreement from the Master Servicer for an amount equal to between 101.5 percent and 103.5 percent of the principal amount of each 2019CD Program Security, plus accrued interest, if any, and any applicable fees or charges payable to a Federal Mortgage Agency and not paid by the mortgagor. The Trustee will disburse moneys from the 2019 Series CD Acquisition Account to reimburse the Agency for the amount paid by the Agency to acquire the 2019CD Program Securities.

### **Procedures for Origination, Purchase and Pooling**

#### ***Application***

The Agency has published, and revises from time to time, its Start Up Program Procedural Manual (the “Manual”) which sets forth the guidelines and procedures for participation in the Program and certain requirements for origination of mortgage loans, including provisions for compliance with the requirements of applicable federal tax law. The Master Servicer has also published its lending manual for the Program establishing additional origination, documentation and processing requirements. The Agency responds to inquiries by interested lenders by directing them to the Master Servicer and the appropriate page on the Master Servicer’s website delineating information regarding the requirements a lender must satisfy to be eligible to participate in the Program. Lenders must complete an application process with the Master Servicer, including the payment of an application fee. Each Lender that satisfies the requirements of the Master Servicer and participates in the Program must execute a participation agreement with the Agency, which incorporates the Manual, and a participating lender agreement with the Master Servicer, which incorporates the Master Servicer’s lending manual by reference. Generally, Lenders that participate in the Program receive no advance commitment of funds. Rather, Lenders may request an individual commitment of loan funds via the internet by entering loan information in the Agency’s online loan purchase approval system, Enterprise Lending Center (“ELC”) which was effective April 22, 2019. Requests for commitments received prior to that date will continue to be processed through the prior system, HDS SF Web Application (“HDS”). Each commitment request is subject to a review of the Agency’s eligibility rules that are a part of HDS or ELC, as applicable. If the information entered by the Lender meets the eligibility rules, the loan funds are then committed for each specific loan for a specific period. Should a specific loan ultimately be rejected or cancelled, the funds are available for use by another eligible borrower and Lender. There is no prescribed limit on the amount of funds that may be used by an individual participating Lender, subject to availability of funds.

Lenders are not required to pay a reservation fee upon obtaining a commitment of funds through HDS or ELC. If the Master Servicer has not received a loan package pursuant to an individual commitment after 60 days, the Agency, at its option, may charge, and, if so charged, the Lender must agree to pay, an extension fee to maintain the individual commitment for a specified, extended period of time. Extension fees, if charged and not refunded, are deposited into the funds from which the loans or the Program Securities are purchased, either the Alternative Loan Fund or the Revenue Fund under the Bond Resolution.

### ***Qualified Borrowers***

The Agency has established the maximum gross income for eligible borrowers under the Program based upon applicable federal law and Agency policy objectives. The maximum gross income of an eligible borrower under the Program is currently as follows:

<b>Household Size</b>	<b>11-County Twin Cities Metropolitan Area*</b>	<b>Dodge and Olmsted Counties</b>	<b>Balance of State</b>
1 or 2 Persons	\$94,300	\$90,500	\$84,200
3 or more Persons	\$108,400	\$104,000	\$96,800

\*As used in this table, the “Twin Cities Metropolitan Area” comprises the following 11 counties: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright Counties.

The Agency will apply the income limitations set forth in Section 143(f) of the Code to applicants for loans financed with proceeds of the Series Bonds. The Agency may revise the income limits for the loans from time to time to conform to State and federal law and Agency policy objectives.

At the time a loan is made, the borrower must certify his or her intention to occupy the mortgaged property as his or her principal residence.

Lenders must underwrite the borrower’s credit in compliance with the underwriting standards of FHA, VA, USDA Rural Development (formerly the Rural Housing and Community Development Service), Fannie Mae, Freddie Mac or the insuring private mortgage insurance company, as applicable, and of the Master Servicer.

Certain borrowers may be eligible for down payment and closing cost assistance if needed for borrower qualification. (See “Deferred Payment Loans” and “Monthly Payment Loans” under “Other Programs” below.)

### **Certain Fannie Mae Loan Products**

In August 2010, the Agency began offering the Fannie Mae Housing Finance Agency Affordable Advantage loan product under the Minnesota Mortgage Program for borrowers with a qualifying credit score. The Affordable Advantage loan product enabled eligible state housing finance agencies to deliver loans with up to 100 percent loan-to-value ratios without mortgage insurance, although borrowers were required to contribute at least \$1,000 of their own funds. The loan product carried a higher Fannie Mae guarantee fee and the Agency agreed to repurchase the loan in the first six months if the loan became four months consecutively delinquent or if the loan was delinquent at the sixth month, did not become current and became four months consecutively delinquent thereafter. The Affordable Advantage Program terminated effective March 31, 2011. Before termination, the Agency had purchased with proceeds of Bonds Program Securities backed by Affordable Advantage loans in the approximate principal amount of \$12.97 million. These Program Securities have the same Fannie Mae guarantee as other Fannie Mae Securities. The Agency no longer has a repurchase obligation in respect of any of these loans.

In May 2012, the Agency began offering the Fannie Mae HFA Preferred Risk Sharing™ loan product for borrowers who meet the qualifying guidelines. The HFA Preferred Risk Sharing™ loan product enables eligible state housing finance agencies to deliver loans with up to 97 percent loan-to-value ratios without mortgage insurance. The loan product carries a higher Fannie Mae guarantee fee and the Agency must agree to repurchase the loan if it becomes delinquent in the first 12 months and remains delinquent for four consecutive months thereafter, or if the loan is delinquent at the 12th month, does not become current and remains delinquent for four consecutive months thereafter. To date, Fannie Mae has requested that the Agency repurchase 12 loans. Currently, the Agency has authority to purchase HFA Preferred Risk Sharing loans under an agreement with Fannie Mae that does not have an expiration date. If those loans are Program Loans and are pooled into Program Securities acquired with proceeds of Bonds, the Program Securities will have the same Fannie Mae guaranty as other Fannie Mae Securities.

### Qualified Real Property

Program Loans may finance the purchase of residential property in Minnesota on which is located an owner-occupied one or two-family dwelling, or an owner-occupied residential unit in a condominium, townhouse or planned unit development.

The Agency has established maximum purchase prices under the Program pursuant to the requirements of applicable federal law. The maximum purchase prices for both one and two-family homes currently are as follows:

If the property to be mortgaged is located in:	
Twin Cities Metropolitan Area	\$328,200
Balance of State	\$271,100

The Agency may revise the maximum purchase prices from time to time to conform to applicable State and federal law and Agency policy objectives.

### Targeted Areas

Pursuant to applicable federal tax law, targeted areas have been established for the Program. Targeted areas consist of certain census tracts in the State in which 70 percent of the families have an annual income of 80 percent or less of the statewide median income or areas determined by the State and approved by the Secretary of the Treasury of the United States and the Secretary of the United States Department of Housing and Urban Development to be areas of chronic economic distress (the “Targeted Areas”). The Agency will make available for one year the required amount of the proceeds of the Series Bonds, or an equivalent amount of funds of the Agency, for the financing of loans for the purchase of residences located in Targeted Areas and will advertise the availability of those funds for loans in Targeted Areas. The Agency is also required to exercise reasonable diligence in seeking to finance residences in Targeted Areas. Absent any determination by the Agency that further availability of the proceeds of the Series Bonds or other Agency funds is required by federal law, any moneys remaining unused may be made available to finance the purchase of residences located anywhere within the State.

### Servicing of Program Securities

A servicer of mortgage loans backing a Program Security must be a GNMA, Fannie Mae and Freddie Mac approved servicer experienced in servicing pools of mortgage loans for GNMA, Fannie Mae and Freddie Mac under their respective guaranteed mortgage-backed securities programs and be subject to the standards set forth in the GNMA Servicer’s Guide, the Fannie Mae Single Family Selling and Servicing Guide and the Freddie Mac guidelines.

The Agency has entered into the Servicing Agreement with the Master Servicer to service mortgage loans backing Program Securities. For additional information regarding the Master Servicer, see “The Master Servicer” in this Official Statement. The Bond Resolution provides that in the event the Servicing Agreement is cancelled or terminated for any reason, the Agency must proceed with due diligence to procure a successor Master Servicer, subject to the provisions of the Servicing Agreement and the requirements of each applicable Federal Mortgage Agency. During the period necessary to obtain that successor, the Trustee will, subject to the approval of the applicable Federal Mortgage Agency, cause to be performed the duties and responsibilities of the Master Servicer, under the Servicing Agreement and will be compensated therefor, in addition to the compensation payable to it under the Resolutions or any other instrument, in the same manner and amounts as provided under the Servicing Agreement.

### Applicable Federal Law Mortgage Eligibility Requirements

Applicable federal tax law imposes significant limitations on the financing of mortgage loans on owner occupied one- to four-family residences with the proceeds of a qualified mortgage bond issue such as the Series Bonds. (See “Tax Exemption and Related Considerations.”)

## OTHER PROGRAMS

In addition to the Program funded from the proceeds of the Bonds, the Agency offers other housing programs, and other financing instruments, that provide loans for the purchase or improvement of single family housing and the acquisition, construction or rehabilitation of multifamily rental housing in the State. The assets devoted to these programs are briefly described in the Notes to the Financial Statements in Appendix A to this Official Statement.

For example, as of December 31, 2018, the Residential Housing Finance Bond Fund (excluding Pool 2 and Pool 3) had outstanding mortgage loans receivable of \$422,987,000 gross and \$854,761,000 in outstanding principal amount of mortgage-backed securities, which were financed from the proceeds of the Agency's residential housing finance bonds. As of December 31, 2018, the Agency had outstanding home improvement loans receivable of \$68,332,000 gross. *None of these loans secure or are available for the payment of principal of or interest on the Bonds.*

### Step Up Program

The Agency initiated its Step Up program in 2012 under which the Agency purchases mortgage loans made to mortgagors who do not qualify for its Start Up Program, including in connection with refinancing of an existing mortgage loan. Down payment and closing cost assistance is available under the Step Up Program as described under "Monthly Payment Loans" below. The Agency causes Step Up mortgage loans to be securitized and then sold on the secondary market or retained in the Agency's portfolio.

### Deferred Payment Loans

The Agency has established The Deferred Payment Loan Program, a Homeownership Assistance Fund program funded by State appropriations. Under The Deferred Payment Loan Program there are two options: the Deferred Payment Loan and the Deferred Payment Loan Plus. The Alternative Loan Fund within the Residential Housing Finance Bond Resolution is also a source of funding for these loans. A loan originated under either of these options is a junior lien loan from the Agency to the mortgagor.

Mortgagors who meet program income and liquid asset limits and who do not have sufficient cash for down payment and closing costs are eligible for a Deferred Payment Loan in an amount of up to \$8,000.

Mortgagors who meet the requirements for a Deferred Payment Loan and additional targeting criteria are eligible for a Deferred Payment Loan Plus in an amount of up to \$10,000. In addition to down payments and closing costs, mortgagors may use the funds to write down the senior lien loan principal.

Down payment and closing cost assistance under either of these options is an interest-free, deferred loan that is due on sale or transfer of the property or when the property is no longer occupied by the mortgagor.

Program Loans backing Program Securities made or purchased from the proceeds of a Series of Bonds may or may not be accompanied by either of The Deferred Payment Loan Program options. The Agency has not pledged the Homeownership Assistance Fund to the payment of principal or interest on Outstanding Bonds and it is not available for that purpose. Amounts on deposit in the Alternative Loan Fund are available for the payment of principal of or interest on the Bonds and other debt of the Agency, but are not pledged to payment of Outstanding Bonds or other debt.

### Monthly Payment Loans

In connection with the introduction of the Start Up program and the Step Up program, the Agency added another down payment and closing cost loan option, the Monthly Payment Loan. A Monthly Payment Loan is a junior lien loan made by the Agency. The interest-bearing, amortizing loan has a ten-year term with an interest rate equal to the interest rate of the applicable first mortgage. Borrowers can receive a Monthly Payment Loan in an amount up to \$15,000.



## **TAX EXEMPTION AND RELATED CONSIDERATIONS**

### **The 2019 Series C Bonds**

The Code establishes certain requirements that must be met subsequent to the issuance of the 2019 Series C Bonds in order that interest thereon be and remain excludable from gross income for federal income tax purposes. Failure to comply with those requirements could cause the interest on the 2019 Series C Bonds to be includable in gross income retroactive to their date of original issuance. The requirements of the Code include provisions that restrict the yield and set forth other limitations within which the proceeds made available upon the issuance of the 2019 Series C Bonds are to be invested, including mortgage eligibility requirements, and require that certain investment earnings be rebated on a periodic basis to the United States Treasury.

Section 143 of the Code imposes significant limitations on the financing of single-family mortgage loans that are applicable to the 2019 Series C Bonds. The Agency will covenant, as described below, that the Program Loans financed by the proceeds made available upon the issuance of the 2019 Series C Bonds will satisfy these requirements, including, but not limited to, the borrower income and purchase price limitations of Section 143 of the Code.

Under the Code, the following requirements must be met with respect to each Program Loan financed, in whole or in part, with proceeds of the 2019 Series C Bonds: (a) the residence being financed must reasonably be expected by the Agency to become the principal residence of the mortgagor within a reasonable time after the financing is provided, must not be intended primarily or expected to be used in a trade or business and may not be used as an investment property or as a recreational home; (b) subject to certain exceptions, at least 95 percent of the lendable proceeds of an issue must be used to finance residences of borrowers who have not had a present ownership interest in a principal residence during the three-year period prior to the date on which the mortgage is executed; (c) the acquisition cost of the residence must not exceed certain limitations; (d) all mortgages must be made to borrowers whose income does not exceed certain limitations; (e) except in certain limited circumstances, proceeds may not be applied to acquire or replace an existing mortgage; and (f) if assumable in accordance with its terms, a mortgage may not be assumed unless requirements (a) through (d) above are met.

An issue of bonds is treated as meeting the mortgage eligibility requirements of the Code only if the issuer in good faith attempts to meet all of the mortgage eligibility requirements before the mortgages are executed and any failure to comply with the mortgage eligibility requirements is corrected within a reasonable period after that failure is first discovered. This good faith requirement will be deemed satisfied if the Agency used good faith efforts to comply with the mortgage eligibility requirements for all mortgage loans being financed with proceeds of the 2019 Series C Bonds, at least 95 percent of the proceeds of the 2019 Series C Bonds is used to make mortgage loans that actually meet the mortgage eligibility requirements, and any failure to satisfy those mortgage eligibility requirements for the balance of the mortgage loans is corrected within a reasonable period of time. In determining whether 95 percent of the proceeds have been so used, the issuer is entitled to rely on an affidavit of the mortgagor and of the seller and on the mortgagor's income tax returns filed with the Internal Revenue Service for the three years preceding the date the mortgage is executed even though the relevant information in those affidavits and returns should ultimately prove to be untrue, unless the issuer or its agent knows or has reason to believe that the information is false. If the relevant information in the affidavits obtained in connection with any loan is discovered to be untrue, however, the correction still must be made within a reasonable period.

The Agency has included provisions in the Resolutions, its procedural manuals (including the Manual) (collectively, the "Manuals") and other relevant documents, and has established procedures (including receipt of certain affidavits and representations from Lenders, mortgagors and others respecting the mortgage eligibility requirements) in order to ensure compliance with the mortgage eligibility requirements and other requirements of the Code relating to nonmortgage investments that must be met subsequent to the date of issuance of the 2019 Series C Bonds. The Agency has covenanted in the Resolutions to do all things necessary to assure that interest paid on the 2019 Series C Bonds shall be excludable from gross income for federal tax purposes under current law. Under the Code, certain requirements must be met subsequent to the delivery of the 2019 Series C Bonds to ensure that interest on the 2019 Series C Bonds is not included in gross income. The Agency believes that the procedures and documentation requirements established for the purpose of fulfilling its covenant are sufficient to ensure that the proceeds of the 2019 Series C Bonds will be applied in accordance with the Code.

### ***Backup Withholding***

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the 2019 Series C Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments made to any bondholder who fails to provide certain required information, including an accurate taxpayer identification number, to any person required to collect that information pursuant to Section 6049 of the Code. The new reporting requirement does not, in and of itself, affect or alter the excludability of interest on the 2019 Series C Bonds from gross income for federal tax purposes or any other federal tax consequences of purchasing, holding or selling tax-exempt obligations.

### ***Opinion of Bond Counsel***

In the opinion of Kutak Rock LLP, Bond Counsel, to be delivered, with respect to the 2019 Series C Bonds, on the date of issuance of the 2019 Series C Bonds, assuming the accuracy of certain representations and continuing compliance by the Agency with certain covenants, under existing laws, regulations, rulings and judicial decisions, interest payable on the 2019 Series C Bonds is not includable in gross income of the owners thereof for federal income tax purposes, except as hereafter described. Bond Counsel is of the opinion that interest on the 2019 Series C Bonds will not be treated as an item of tax preference in calculating the alternative minimum tax imposed under the Code.

In addition, in the opinion of Bond Counsel, interest on the 2019 Series C Bonds is not includable in the taxable net income of individuals, trusts and estates for State income tax purposes. Interest on the 2019 Series C Bonds is includable in the income of corporations and financial institutions for purposes of the State franchise tax. Interest on the 2019 Series C Bonds is not includable in the State alternative minimum taxable income of individuals, estates and trusts.

A form of the Bond Counsel opinion with respect to the 2019 Series C Bonds is attached hereto as Appendix F.

Although Bond Counsel is rendering an opinion that the interest on the 2019 Series C Bonds, as described above, is not included in gross income for federal, and in some cases, State, income tax purposes, the accrual or receipt of interest on the 2019 Series C Bonds may otherwise affect the federal and state income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Bond Counsel expresses no opinion regarding any of those consequences. Purchasers of the 2019 Series C Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks thrifts or other financial institutions or recipients of Social Security or railroad retirement benefits, taxpayers otherwise entitled to claim earned income credit and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations are advised to consult their tax advisors as to the tax consequences of purchasing, holding or selling the 2019 Series C Bonds.

### ***Certain State Tax Legislation***

The State, like many other states, generally taxes interest on obligations of governmental issuers in other states. In 1995, the State enacted a statement of intent, codified at Minn. Stat. § 289A.50, subd. 10, that interest on obligations of State governmental units and Indian tribes be included in the net income of individuals, estates and trusts for State income tax purposes if a court determines that the State's exemption of that interest and its taxation of interest on obligations of governmental issuers in other states unlawfully discriminates against interstate commerce. This provision applies to taxable years that begin during or after the calendar year in which any court decision becomes final, irrespective of the date upon which the obligations were issued.

On May 19, 2008 the U.S. Supreme Court held in *Department of Revenue of Kentucky v. Davis* that Kentucky's taxation of interest on bonds issued by other states and their political subdivisions, while exempting from taxation interest on bonds issued by the Commonwealth of Kentucky or its political subdivision, does not impermissibly discriminate against interstate commerce under the Commerce Clause of the U.S. Constitution. In a footnote, however, the Court stated that it had not addressed whether differential treatment of "so-called 'private-activity,' 'industrial-revenue,' or 'conduit' bonds . . . used to finance projects by private entities" violate the Commerce Clause, adding that "we cannot tell with certainty what the consequences would be of holding that

Kentucky violates the Commerce Clause by exempting those bonds; we must assume that it could disrupt important projects that the States have deemed to have public purposes. Accordingly, it is best to set this argument aside and leave for another day any claim that differential treatment of interest on private-activity bonds should be evaluated differently from the treatment of municipal bond interest generally.”

The 2019 Series C Bonds are “private activity bonds” even though they finance individual residential mortgages, not projects by private entities. Since the Supreme Court’s opinion left open the possibility of a challenge to the State’s differential treatment of the interest on private activity bonds issued in other states, the Agency cannot predict the outcome of any challenge. If the State’s treatment of those bonds were held to unlawfully discriminate against interstate commerce, the court making the finding would have to decide upon a remedy for the tax years at issue in the case. Even if the remedy applied to those years preceding the decision were to exempt other states’ bond interest rather than to tax State bond interest, application of the 1995 statute to subsequent years could cause interest on the 2019 Series C Bonds to become taxable by the State and the market value of the 2019 Series C Bonds to decline.

### ***Changes in Federal and State Tax Law***

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above, prevent owners of the 2019 Series C Bonds from realizing the full current benefit of the tax treatment of the 2019 Series C Bonds or adversely affect the market value of the 2019 Series C Bonds. It cannot be predicted whether or in what form any proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the 2019 Series C Bonds. It cannot be predicted whether any regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the 2019 Series C Bonds or the market value thereof would be impacted thereby. Purchasers of the 2019 Series C Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the 2019 Series C Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

### **The 2019 Series D Bonds**

The following is a summary of certain material federal income tax consequences of the purchase, ownership and disposition of the 2019 Series D Bonds for the investors described below and is based on the advice of Bond Counsel. This summary is based upon laws, regulations, rulings and decisions currently in effect, all of which are subject to change. The discussion does not deal with all federal tax consequences applicable to all categories of investors, some of which may be subject to special rules, including but not limited to, partnerships or entities treated as partnerships for federal income tax purposes, pension plans and foreign investors, except as otherwise indicated. In addition, this summary is generally limited to investors that are “U.S. holders” (as defined below) who will hold the 2019 Series D Bonds as “capital assets” (generally, property held for investment) within the meaning of Section 1221 of the Code. Investors should consult their own tax advisors to determine the federal, state, local and other tax consequences of the purchase, ownership and disposition of 2019 Series D Bonds. Prospective investors should note that no rulings have been or will be sought from the Internal Revenue Service (the “IRS”) with respect to any of the federal income tax consequences discussed below, and no assurance can be given that the IRS will not take contrary positions.

As used herein, a “U.S. holder” is a “U.S. person” that is a beneficial owner of a 2019 Series D Bond. A “non U.S. holder” is a holder (or beneficial owner) of a 2019 Series D Bond that is not a U.S. person. For these purposes, a “U.S. Person” is a citizen or resident of the United States, a corporation or partnership created or organized in or under the laws of the United States or any political subdivision thereof (except, in the case of a partnership, to the extent otherwise provided in the Treasury Regulations), an estate the income of which is subject to United States federal income taxation regardless of its source or a trust if (i) a United States court is able to exercise primary supervision over the trust’s administration and (ii) one or more United States persons have the authority to control all of the trust’s substantial decisions.

Interest on the 2019 Series D Bonds (including original issue discount treated as interest) is not excludable from gross income for federal income tax purposes under Section 103 of the Code. Interest on the 2019 Series D Bonds (including original issue discount treated as interest) will be fully subject to federal income taxation. Thus, owners of the 2019 Series D Bonds generally must include interest (including original issue discount treated as interest) on the 2019 Series D Bonds in gross income for federal income tax purposes.

### ***Characterization as Indebtedness***

The Agency intends for applicable tax purposes that the 2019 Series D Bonds will be indebtedness of the Agency secured by the pledged Program Obligations and other assets. The owners of the 2019 Series D Bonds, by accepting 2019 Series D Bonds, have agreed to treat the 2019 Series D Bonds as indebtedness of the Agency for federal income tax purposes. The Agency intends to treat this transaction as a financing reflecting the 2019 Series D Bonds as its indebtedness for tax and financial accounting purposes. Bond Counsel is of the opinion that the 2019 Series D Bonds should be treated as indebtedness of the Agency for federal income tax purposes.

In general, the characterization of a transaction as a sale of property rather than a secured loan, for federal income tax purposes, is a question of fact, the resolution of which is based upon the economic substance of the transaction, rather than its form or the manner in which it is characterized. While the IRS and the courts have set forth several factors to be taken into account in determining whether the substance of a transaction is a sale of property or a secured indebtedness, the primary factor in making this determination is whether the transferee has assumed the risk of loss or other economic burdens relating to the property and has obtained the benefits of ownership thereof. Notwithstanding the foregoing, in some instances, courts have held that a taxpayer is bound by the particular form it has chosen for a transaction, even if the substance of the transaction does not accord with its form. The Agency believes that it has retained the preponderance of the benefits and burdens associated with the pledged Program Obligations and other assets. Therefore, the Agency believes that it should be treated as the owner of the pledged Program Obligations and other assets for federal income tax purposes, and the 2019 Series D Bonds should be treated as its indebtedness for federal income tax purposes. If, however, the IRS were to successfully assert that this transaction should not be treated as a loan secured by the pledged Program Obligations and other assets, the IRS could further assert that the Resolutions created a separate entity for federal income tax purposes which would be the owner of the pledged Program Obligations and other assets and would be deemed engaged in a business. Such entity, the IRS could assert, should be characterized as an association or publicly traded partnership taxable as a corporation. In that event, the separate entity would be subject to corporate tax on income from the pledged Program Obligations and other assets, reduced by interest on the 2019 Series D Bonds. Any such tax could materially reduce cash available to make payment on the 2019 Series D Bonds.

In the opinion of Bond Counsel, the 2019 Series D Bonds will not be treated as a taxable mortgage pool within the meaning of Section 7701(i) of the Code.

### ***Taxation of Interest Income of the 2019 Series D Bonds***

Payments of interest with regard to the 2019 Series D Bonds will be includable as ordinary income when received or accrued by the holders thereof in accordance with their respective methods of accounting and applicable provisions of the Code. If the 2019 Series D Bonds are deemed to be issued with original issue discount, Section 1272 of the Code requires the current ratable inclusion in income of original issue discount greater than a specified de minimis amount using a constant yield method of accounting. In general, original issue discount is calculated, with regard to any accrual period, by applying the instrument's yield to its adjusted issue price at the beginning of the accrual period, reduced by any qualified stated interest (as defined in the Code) allocable to the period. The aggregate original issue discount allocable to an accrual period is allocated to each day included in that period. The holder of a debt instrument must include in income the sum of the daily portions of original issue discount attributable to the number of days he owned the instrument. Section 1272(a)(6) of the Code applies a specific method for accruing original issue discount on a debt instrument the principal payments of which may be accelerated by virtue of the prepayment of other debt instruments (such as the 2019 Series D Bonds that are subject to acceleration by virtue of prepayment of the Program Obligations). Holders of the 2019 Series D Bonds should consult their tax advisor as to the proper

method of applying this provision of the Code for purposes of accruing original issue discount and the prepayment assumption to be applied to that calculation.

Payments of interest received with respect to the 2019 Series D Bonds will also constitute investment income for purposes of certain limitations of the Code concerning the deductibility of investment interest expense. Potential holders of the 2019 Series D Bonds should consult their own tax advisors concerning the treatment of interest payments with regard to the 2019 Series D Bonds.

Individuals, estates or trusts owning the 2019 Series D Bonds may be subject to the unearned income Medicare contribution tax under Section 1411 of the Code (the “Medicare Tax”) with respect to interest received or accrued on the 2019 Series D Bonds, gain realized from a sale or other disposition of the 2019 Series D Bonds and other income realized from owning, holding or disposing of the 2019 Series D Bonds. The Medicare Tax is imposed on individuals beginning January 1, 2013. The Medicare Tax is 3.8% of the lesser of (i) net investment income (defined as gross income from interest, dividends, net gain from disposition of property not used in a trade or business, and certain other listed items of gross income), or (ii) the excess of “modified adjusted gross income” of the individual over \$200,000 for unmarried individuals (\$250,000 for married couples filing a joint return and a surviving spouse). Holders of the 2019 Series D Bonds should consult with their tax advisor concerning this Medicare Tax as it may apply to interest earned on the 2019 Series D Bonds as well as gain on the sale of a 2019 Series D Bond.

A purchaser (other than a person who purchases a 2019 Series D Bond upon issuance at the issue price) who buys a 2019 Series D Bond at a discount from its principal amount (or its adjusted issue price if issued with original issue discount greater than a specified de minimis amount) will be subject to the market discount rules of the Code. In general, the market discount rules of the Code treat principal payments and gain on disposition of a debt instrument as ordinary income to the extent of accrued market discount. Each potential investor should consult his tax advisor concerning the application of the market discount rules to the 2019 Series D Bonds.

#### ***Sale or Exchange of the 2019 Series D Bonds***

If a holder sells a 2019 Series D Bond, that person will recognize gain or loss equal to the difference between the amount realized on that sale and the holder’s basis in that 2019 Series D Bond. Ordinarily, that gain or loss will be treated as a capital gain or loss. However, if a 2019 Series D Bond was originally issued at a discount or was subsequently purchased at a market discount, a portion of that gain will be recharacterized as ordinary income.

If the terms of a 2019 Series D Bond were materially modified, in certain circumstances, a new debt obligation would be deemed created and exchanged for the prior obligation in a taxable transaction. Among the modifications that may be treated as material are those that relate to redemption provisions and, in the case of a nonrecourse obligation, those that involve the substitution of collateral. Each potential holder of a 2019 Series D Bond should consult its own tax advisor concerning the circumstances in which the 2019 Series D Bonds would be deemed reissued and the likely effects, if any, of that reissuance.

The legal defeasance of the 2019 Series D Bonds may result in a deemed sale or exchange of those 2019 Series D Bonds under certain circumstances. Holders of those 2019 Series D Bonds should consult their tax advisors as to the federal income tax consequences of such a defeasance.

#### ***Backup Withholding***

Certain purchasers may be subject to backup withholding at the applicable rate determined by statute with respect to interest paid with respect to the 2019 Series D Bonds, if the purchasers, upon issuance, fail to supply the Trustee or their brokers with their taxpayer identification numbers, furnish incorrect taxpayer identification numbers, fail to report interest, dividends or other “reportable payments” (as defined in the Code) properly, or, under certain circumstances, fail to provide the Trustee with a certified statement, under penalty of perjury, that they are not subject to backup withholding.

### ***Tax Treatment of Original Issue Discount***

2019 Series D Bonds that have an original yield above their interest rate constitute “Discounted Obligations.” The difference between the initial public offering prices of Discounted Obligations and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

In the case of an owner of a Discounted Obligation, the amount of original issue discount that is treated as having accrued with respect to that Discounted Obligation is added to the cost basis of the owner in determining, for federal income tax purposes, gain or loss upon disposition of a Discounted Obligation (including its sale, redemption or payment at maturity). Amounts received upon disposition of a Discounted Obligation that are attributable to accrued original issue discount will be treated as taxable interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discounted Obligation, on days that are determined by reference to the maturity date of that Discounted Obligation. The amount treated as original issue discount on a Discounted Obligation for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for that Discounted Obligation (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of that Discounted Obligation at the beginning of the particular accrual period if held by the original purchaser, (b) less the amount of any interest payable for that Discounted Obligation during the accrual period. The tax basis is determined by adding to the initial public offering price on that Discounted Obligation the sum of the amounts that have been treated as original issue discount for those purposes during all prior periods. If a Discounted Obligation is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in that compounding period.

The Code contains additional provisions relating to the accrual of original issue discount in the case of owners of a Discounted Obligation who purchase those Discounted Obligations after the initial offering. Holders of Discounted Obligations including purchasers of Discounted Obligations in the secondary market should consult their own tax advisors with respect to the determination for federal income tax purposes of original issue discount accrued with respect to those obligations as of any date and with respect to the state and local tax consequences of owning a Discounted Obligation.

### ***Tax Treatment of Bond Premium***

2019 Series D Bonds that have an original yield (or are subsequently purchased at a price that yields) below their interest rate constitute “Premium Obligations”. An amount equal to the excess of the purchase price of a Premium Obligation over its stated redemption price at maturity constitutes premium on that Premium Obligation. A purchaser of that Premium Obligation has the option to amortize any premium over that Premium Obligation’s term using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, it offsets the interest allocable to the corresponding payment period and the purchaser’s basis in that Premium Obligation is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of that Premium Obligation prior to its maturity. Purchasers of Premium Obligations should consult with their own tax advisors with respect to the election to amortize bond premium and the determination and treatment of amortizable premium for federal income tax purposes and with respect to the state and local tax consequences of owning those Premium Obligations.

### ***State, Local or Foreign Taxation***

No representations are made regarding the tax consequences of purchase, ownership or disposition of the 2019 Series D Bonds under the tax laws of any state, locality or foreign jurisdiction (except as provided in “State Law Considerations” below). Investors considering an investment in the 2019 Series D Bonds should consult their own tax advisors regarding those tax consequences.

### *Tax-Exempt Investors*

In general, an entity that is exempt from federal income tax under the provisions of Section 501 of the Code is subject to tax on its unrelated business taxable income. An unrelated trade or business is any trade or business that is not substantially related to the purpose that forms the basis for that entity's exemption. However, under the provisions of Section 512 of the Code, interest may be excluded from the calculation of unrelated business taxable income unless the obligation that gave rise to that interest is subject to acquisition indebtedness. Therefore, except to the extent any holder of a 2019 Series D Bond incurs acquisition indebtedness with respect to a 2019 Series D Bond, interest paid or accrued with respect to that holder may be excluded by that tax exempt holder from the calculation of unrelated business taxable income. Each potential tax exempt holder of a 2019 Series D Bond is urged to consult its own tax advisor regarding the application of these provisions.

### *Certain ERISA Considerations*

The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), imposes certain requirements on "employee benefit plans" (as defined in Section 3(3) of ERISA) subject to ERISA, including entities such as collective investment funds and separate accounts whose underlying assets include the assets of those plans (collectively, "ERISA Plans") and on those persons who are fiduciaries with respect to ERISA Plans. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, including the requirement of investment prudence and diversification and the requirement that an ERISA Plan's investments be made in accordance with the documents governing the ERISA Plan. The prudence of any investment by an ERISA Plan in the 2019 Series D Bonds must be determined by the responsible fiduciary of the ERISA Plan by taking into account the ERISA Plan's particular circumstances and all of the facts and circumstances of the investment. Government and non-electing church plans are generally not subject to ERISA. However, those plans may be subject to similar or other restrictions under state or local law.

In addition, ERISA and the Code generally prohibit certain transactions between an ERISA Plan or a qualified employee benefit plan under the Code and persons who, with respect to that plan, are fiduciaries or other "parties in interest" within the meaning of ERISA or "disqualified persons" within the meaning of the Code. In the absence of an applicable statutory, class or administrative exemption, transactions between an ERISA Plan and a party in interest with respect to an ERISA Plan, including the acquisition by one from the other of the 2019 Series D Bonds could be viewed as violating those prohibitions. In addition, Code Section 4975 prohibits transactions between certain tax-favored vehicles such as Individual Retirement Accounts and disqualified persons. Code Section 503 includes similar restrictions with respect to governmental and church plans. In this regard, the Agency or any Underwriter of the 2019 Series D Bonds might be considered or might become a "party in interest" within the meaning of ERISA or a "disqualified person" within the meaning of the Code, with respect to an ERISA Plan or a plan or arrangement subject to Code Sections 4975 or 503. Prohibited transactions within the meaning of ERISA and the Code may arise if the 2019 Series D Bonds are acquired by those plans or arrangements with respect to which the Agency or any Underwriter is a party in interest or disqualified person.

In all events, fiduciaries of ERISA Plans and plans or arrangements subject to the above Code Sections, in consultation with their advisors, should carefully consider the impact of ERISA and the Code on an investment in the 2019 Series D Bonds. The sale of the 2019 Series D Bonds to a plan is in no respect a representation by the Agency or any Underwriter that such an investment meets the relevant legal requirements with respect to benefit plans generally or any particular plan. **Any plan proposing to invest in the 2019 Series D Bonds should consult with its counsel to confirm that that investment is permitted under the plan documents and will not result in a non-exempt prohibited transaction and will satisfy the other requirements of ERISA, the Code and other applicable law.**

### *State Law Considerations*

Interest on the 2019 Series D Bonds is includable in the taxable net income of individuals, trusts and estates for State income tax purposes. Such interest is also includable in the income of corporations and financial institutions for purposes of the State franchise tax.

## **LITIGATION**

There is not now pending or, to the best knowledge of the officers of the Agency, overtly threatened any litigation against the Agency seeking to restrain or enjoin the sale, issuance, execution or delivery of the Series Bonds, or in any manner questioning or affecting the validity of the Series Bonds or the proceedings or authority pursuant to which they are to be issued and sold.

The Agency is a party to various litigations arising in the ordinary course of business. While the ultimate effect of those actions cannot be predicted with certainty, the Agency expects that the outcome of these matters will not result in a material adverse effect on the financial position or results of operations of the Agency.

## **LEGAL MATTERS**

The validity of, and the tax exemption of interest on, the Series Bonds are subject to the opinion of Kutak Rock LLP, Bond Counsel. The opinion of Bond Counsel will be provided in substantially the form set forth in Appendix F attached hereto. Certain legal matters will be passed upon for the Underwriters by their counsel, Cozen O'Connor.

## **RATING**

The Series Bonds are rated “\_\_\_” by Moody’s Investors Service, Inc. (“Moody’s”). The rating and any associated outlook reflect only the views of Moody’s, and an explanation of the significance of the rating and outlook may be obtained only from Moody’s and its published materials. The rating described above is not a recommendation to buy, sell or hold the Series Bonds. There can be no assurance that the rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of Moody’s, circumstances so warrant. Therefore, after the date hereof, investors should not assume that the rating is still in effect. A downward revision or withdrawal of the rating is likely to have an adverse effect on the market price and marketability of the Series Bonds. The Agency has not assumed any responsibility either to notify the owners of the Series Bonds of any proposed change in or withdrawal of the rating subsequent to the date of this Official Statement, except in connection with the reporting of events as provided in the Continuing Disclosure Undertaking (see Appendix C to this Official Statement), or to contest any revision or withdrawal.

## **FINANCIAL ADVISOR**

CSG Advisors Incorporated (the “Financial Advisor”) is serving as financial advisor to the Agency with respect to the planning, structuring and sale of the Series Bonds. The Financial Advisor assisted in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series Bonds and provided other advice to the Agency. The Financial Advisor does not underwrite or trade bonds and will not engage in any underwriting activities with regard to the issuance and sale of the Series Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification, or to assume responsibility for the accuracy, completeness or fairness, of the information contained in this Official Statement and is not obligated to review or ensure compliance with continuing disclosure undertakings.

## **UNDERWRITING**

RBC Capital Markets, LLC, Piper Jaffray & Co., Wells Fargo Bank, National Association and J.P. Morgan Securities LLC (collectively, the “Underwriters”) will purchase from the Agency, and the Agency will sell to the Underwriters, all of the Series Bonds for the public offering prices stated on the front cover of this Official Statement. The Agency will pay the Underwriters a fee of \$\_\_\_\_\_ with respect to their purchase of the Series Bonds. The Underwriters may offer and sell the Series Bonds to certain dealers and certain dealer banks at prices lower than those public offering prices.

Each of the Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory,



investment management, principal investment, hedging, financing and brokerage activities. Each of the Underwriters and their respective affiliates may have, from time to time, performed, and may in the future perform, various investment banking services for the Agency, for which they may have received or will receive customary fees and expenses. In the ordinary course of their various business activities, each of the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in those securities and instruments. Those investment and securities activities may involve securities and instruments of Agency.

Wells Fargo Bank, National Association, acting through its Municipal Products Group ("WFBNA"), one of the underwriters of the Series Bonds, has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the Series Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing compensation, as applicable with respect to the Series Bonds with WFA. WFBNA also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate, Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Series Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company ("WFC").

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of WFC and its subsidiaries, including WFBNA, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Products Group, a separately identifiable department of WFBNA, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

WFBNA is serving both as one of the Underwriters and as Trustee for the Series Bonds. WFBNA will be compensated separately for serving in each capacity.

J.P. Morgan Securities LLC ("JPMS"), one of the Underwriters of the Series Bonds, has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLC ("LPL") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Series Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Series Bonds that that firm sells.

## **MISCELLANEOUS**

This Official Statement is submitted in connection with the offering of the Series Bonds and may not be reproduced or used, as a whole or in part, for any other purpose. Any statements made or incorporated in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are set forth as opinion or estimates and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Agency and the purchasers or owners of any of the Series Bonds.

The Agency has authorized the execution and delivery of this Official Statement.

**MINNESOTA HOUSING FINANCE  
AGENCY**

By \_\_\_\_\_  
Commissioner

Dated: \_\_\_\_\_, 2019.

**APPENDIX A**

**AUDITED FINANCIAL STATEMENTS OF THE AGENCY  
FOR THE FISCAL YEAR ENDED JUNE 30, 2018**

**APPENDIX B**

**FINANCIAL STATEMENTS OF CERTAIN FUNDS OF THE AGENCY**  
**(EXCLUDING STATE APPROPRIATED AND FEDERAL APPROPRIATED FUNDS)**  
**AS OF DECEMBER 31, 2018**  
**AND FOR THE SIX MONTHS THEN ENDED (UNAUDITED)**

**AS PREPARED BY THE AGENCY'S ACCOUNTING DEPARTMENT**

## APPENDIX C

### SUMMARY OF CONTINUING DISCLOSURE UNDERTAKING

The following statements are extracted provisions of the Continuing Disclosure Undertaking to be executed by the Agency in connection with the issuance of the Series Bonds.

#### **Purpose**

This Disclosure Undertaking is executed and delivered by the Agency for the benefit of the holders and owners (the “Bondowners” or “Owners”) and the Beneficial Owners of the Series Bonds and in order to assist the Participating Underwriter in complying with the requirements of the Rule. There is no obligated person other than the Agency that is a party to the Disclosure Undertaking.

#### **Definitions**

In addition to the definitions set forth in the Resolutions, which apply to any capitalized term used in this Disclosure Undertaking, the following capitalized terms shall have the following meanings:

“*Annual Financial Information*” means the following financial information and operating data (in addition to Audited Financial Statements): information about the outstanding principal amounts and types of Program Securities pledged to the payment of Bonds outstanding under the Bond Resolution as the end of such fiscal year of a type substantially similar to that under the heading “Security for the Bonds—Program Securities Pledged under the Bond Resolution” in the Official Statement.

“*Annual Financial Information Disclosure*” means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as described under “Annual Financial Information Disclosure” herein.

“*Audited Financial Statements*” means the audited financial statements of the Agency, prepared pursuant to the standards and as described under the caption “Annual Financial Information Disclosure.”

“*Beneficial Owners*” means (1) in respect of a Series Bond subject to a book-entry-only registration system, any person or entity that (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Series Bond (including persons or entities holding Series Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Series Bond for federal income tax purposes, and such person or entity provides to the Trustee evidence of such beneficial ownership in form and substance reasonably satisfactory to the Trustee; or (2) in respect of a Series Bond not subject to a book-entry-only registration system, the registered owner or owners thereof appearing in the bond register maintained by the Trustee, as Registrar.

“*Commission*” means the Securities and Exchange Commission.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Financial Obligation*” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“*Listed Event*” means the occurrence of any of the events with respect to the Series Bonds set forth below:

1. Principal and interest payment delinquencies;

2. Nonpayment-related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Agency (within the meaning of the Rule);
13. The consummation of a merger, consolidation or acquisition involving the Agency or the sale of all or substantially all of the assets of the Agency, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the Agency, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Agency, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Agency, any of which reflect financial difficulties.

“*Listed Events Disclosure*” means dissemination of a notice of a Listed Event as described under the heading “Listed Events Disclosure” in this Appendix C.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Participating Underwriter*” means each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Series Bonds.

“*Prescribed Form*” means, with regard to the filing of Annual Financial Information, Audited Financial Statements and notices of Listed Events with the MSRB at [www.emma.msrb.org](http://www.emma.msrb.org) (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

“Rule” means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

“Undertaking” means the obligations of the Agency described under the headings “Annual Financial Information Disclosure” and “Listed Events Disclosure” in this Appendix C.

### **Annual Financial Information Disclosure**

The Agency shall disseminate the Annual Financial Information and the Audited Financial Statements (in the form and by the dates set forth below) for each fiscal year of the Agency, commencing with the fiscal year ending June 30, 2019, by one of the following methods: (i) the Agency may deliver such Annual Financial Information and the Audited Financial Statements to the MSRB within 120 days of the completion of the Agency’s fiscal year or (ii) delivery of an Official Statement of the Agency to the MSRB within 120 days of the completion of the Agency’s fiscal year, but only to the extent such Official Statement includes such Annual Financial Information and Audited Financial Statements.

The Agency shall deliver such information in Prescribed Form and by such time so that such entities receive the information by the dates specified.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Agency shall disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Disclosure Undertaking, the Annual Financial Information for the year in which such amendment is made (or in any notice or supplement provided to the MSRB) shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

All or a portion of the Annual Financial Information and the Audited Financial Statements may be included by reference to other documents that have been submitted to the MSRB or filed with the Commission. The Agency shall clearly identify each such item of information included by reference.

Annual Financial Information will be provided to the MSRB within 120 days after the last day of the Agency’s fiscal year. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, and Audited Financial Statements will be provided to the MSRB within 10 business days after availability to the Agency.

Audited Financial Statements will be prepared in accordance with generally accepted accounting principles in the United States as in effect from time to time.

If any change is made to the Annual Financial Information as permitted by the Disclosure Undertaking, including for this purpose a change made to the fiscal year-end of the Agency, the Agency will disseminate a notice to the MSRB of such change in Prescribed Form.

### **Listed Events Disclosure**

The Agency shall disseminate in a timely manner, not in excess of 10 business days after the occurrence of the event, Listed Events Disclosure to the MSRB in Prescribed Form. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Series Bonds or defeasance of any Series Bonds need not be given under this Disclosure Undertaking any earlier than the notice (if any) of such redemption or defeasance is given to the owners of the Series Bonds pursuant to the Resolution. In addition, notice of the mandatory redemption of the Series Bonds is not required to be given as a Listed Event.

### **Consequences of Failure of the Agency to Provide Information**

The Agency shall give notice in a timely manner, not in excess of 10 business days after the occurrence of the event, to the MSRB in Prescribed Form of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Agency to comply with any provision of this Disclosure Undertaking, the Bondowner or Beneficial Owner of any Series Bond may seek specific performance by court order to cause the Agency to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an Event of Default under the Resolution or any other agreement, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Agency to comply with this Disclosure Undertaking shall be an action to compel performance.

### **Amendment; Waiver**

Notwithstanding any other provision of this Disclosure Undertaking, the Agency may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, if:

- (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Agency or type of business conducted;
- (ii) This Disclosure Undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (iii) The amendment or waiver does not materially impair the interests of the Bondowners of the Series Bonds, as determined either by parties unaffiliated with the Agency (such as the Trustee) or by an approving vote of the Bondowners of the Series Bonds holding a majority of the aggregate principal amount of the Series Bonds (excluding Series Bonds held by or on behalf of the Agency or its affiliates) pursuant to the terms of the Resolution at the time of the amendment; or
- (iv) The amendment or waiver is otherwise permitted by the Rule.

### **Termination of Undertaking**

This Disclosure Undertaking shall terminate when the Agency shall no longer have any legal liability for any obligation on or relating to the repayment of the Series Bonds. The Agency shall give notice to the MSRB in a timely manner and in Prescribed Form if the Undertaking is so terminated before the final stated maturity of the Series Bonds.

### **Additional Information**

Nothing in this Disclosure Undertaking shall be deemed to prevent the Agency from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the Agency chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the Agency shall not have any obligation under this Disclosure Undertaking to update such information or include it in any future disclosure or notice of the occurrence of a Listed Event.



**Beneficiaries**

This Disclosure Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Disclosure Undertaking shall inure solely to the benefit of the Agency, the Bondowners and Beneficial Owners of the Series Bonds, and shall create no rights in any other person or entity.

**Recordkeeping**

The Agency shall maintain records of all Annual Financial Information Disclosure and Listed Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

## APPENDIX D

### SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION

*The following statements are brief summaries of certain provisions of the Bond Resolution and particular provisions of the 2018/2019 Series Resolutions. Terms defined herein are identical in all material respects with the definitions in the Bond Resolution and the 2018/2019 Series Resolutions.*

#### CERTAIN DEFINED TERMS

**Business Day:** Any day (a) on which banks in the cities in which the Corporate Trust Office of the Trustee and the principal office of any applicable Paying Agent are located are not required or authorized by law to be closed and (b) on which the New York Stock Exchange is open.

**Cash Flow Certificate:** A certificate from an Authorized Officer giving effect to the action proposed to be taken and demonstrating that in the current and in each succeeding Fiscal Year in which Bonds are scheduled to be Outstanding that Revenues and other amounts expected to be on deposit in the Funds and Accounts established hereunder or under any Series Resolution (excluding, except to the extent otherwise provided in a Series Resolution, the Single Family Housing Fund) will be at least equal to all amounts required to be on deposit in order to pay the Debt Service on the Bonds and to maintain the balance in the Mortgage Reserve Fund at the Mortgage Reserve Requirement; provided that, to the extent specified in a Series Resolution, a Fund or Account (other than the Single Family Housing Fund as excluded above) shall not be taken into account when preparing such Cash Flow Certificate. The Cash Flow Certificate shall set forth the assumptions upon which the estimates therein are based, which assumptions shall be based upon the Agency's reasonable expectations at the time such Cash Flow Certificate is filed.

**Code:** The Internal Revenue Code of 1986, as amended, and the applicable temporary, proposed and final Treasury regulations promulgated thereunder or applicable thereto.

**Counterparty Hedge Payment:** A payment due to or received by the Agency from a Hedge Counterparty pursuant to a Hedge Agreement (including, but not limited to, payments in respect of any early termination of such Hedge Agreement) and amounts in respect thereof received by the Agency under any related Hedge Counterparty Guarantee.

**Debt Service:** As of the date of calculation and with respect to any particular Fiscal Year, an amount equal to the sum of (i) all interest payable on all Outstanding Bonds during such Fiscal Year, plus (ii) any Principal Installment with respect to all Outstanding Bonds during such Fiscal Year; provided, that, if any Bonds bear interest at a rate that is not, as of the date of calculation, determinable for all or any portion of a Fiscal Year, the Agency may make reasonable assumptions regarding the interest rate borne by such Bonds during such period.

**Fannie Mae:** The Federal National Mortgage Association, a federally-chartered and stockholder-owned corporation organized and existing under the Federal National Mortgage Association Charter Act, 12 U.S.C. §1716 et seq., or any successor thereto.

**Fannie Mae Security:** A single pool, guaranteed mortgage pass-through Fannie Mae Program Security, guaranteed as to timely payment of principal and interest by Fannie Mae and backed by Conventional Mortgage Loans, or FHA Insured or VA Guaranteed Program Loans, in the related mortgage pool.

**Federal Mortgage Agency:** GNMA, Fannie Mae, Freddie Mac and such other public or private agencies or corporations as the United States Congress may create for the purpose of housing finance and which are an agency or instrumentality of the United States or sponsored thereby.

**FHA:** The Federal Housing Administration of the Department of Housing and Urban Development or any agency or instrumentality of the United States of America succeeding to the mortgage insurance functions thereof.

*Finance or finance:* When used with reference to a Program Obligation, shall be construed to include (i) the making or purchase of such Program Obligation, (ii) the participation by the Agency, either with itself or with others, in the making or purchase thereof, or (iii) the permanent financing of a Program Obligation which has been temporarily financed by the Agency through the issuance of notes or other obligations or otherwise.

*Fiscal Year:* The period of 12 calendar months commencing on July 1 in any calendar year and ending on June 30 in the following year, or such other 12-month period as may be designated by the Agency by Agency Certificate delivered to the Trustee.

*Freddie Mac:* The Federal Home Loan Mortgage Corporation, a shareholder-owned government-sponsored enterprise organized and existing under the laws of the United States, created pursuant to the Federal Home Loan Mortgage Act (Title III of the Emergency Home Finance Act of 1970, as amended, 12 U.S.C. §§ 1451-1459), and any successor to its functions.

*Freddie Mac Security:* A single pool, guaranteed mortgage pass-through Freddie Mac program security, guaranteed as to timely payment of principal and interest by Freddie Mac and backed by Conventional Mortgage Loans, or FHA Insured or VA Guaranteed Program Loans, in the related mortgage pool.

*GNMA:* The Government National Mortgage Association, a government-sponsored enterprise organized and existing under the laws of the United States within HUD, and any successor to its functions. Its powers are prescribed generally by Title III of the National Housing Act, as amended (12 U.S.C., §1716 et seq.).

*GNMA Security:* The GNMA I Mortgage Pass-Through Certificate or a GNMA II Mortgage Pass-Through Certificate issued by the Servicer in the name of the Trustee in exchange for Mortgage Loans and guaranteed as to timely payment of principal and interest by GNMA pursuant to Section 306(g) of Title III of the National Housing Act of 1934 and the regulations promulgated thereunder, and in the form of Appendix 39 "Single Family Mortgage-Backed Certificate" of the GNMA Guide.

*GSE:* Either Fannie Mae or Freddie Mac or both, collectively, as the context may require.

*Hedge Agreement:* with respect to any Bonds, a payment exchange agreement, swap agreement, forward agreement or any other hedge agreement between the Agency and a Hedge Counterparty, as amended or supplemented, providing for payments between the parties based on levels of, or changes in, interest rates or other indices, including, without limitation, interest rate exchange agreements, floors or caps, which allows the Agency to manage or hedge payment, rate, spread or similar risk with respect to any Bonds outstanding or proposed to be issued and which is entered into in accordance with the Bond Resolution.

*Hedge Counterparty:* any Person with whom the Agency has from time to time entered into a Hedge Agreement, as specified in a Series Resolution or other resolution of the Agency.

*Hedge Counterparty Guarantee:* a guarantee in favor of the Agency given in connection with the execution and delivery of a Hedge Agreement, as specified in a Series Resolution or other resolution of the Agency.

*Interest Requirement:* With respect to Outstanding Bonds and as of any particular date of calculation, except as otherwise required in a Series Resolution with respect to a Series of Bonds, the amount equal to unpaid interest then due, plus an amount equal to the interest to become due on each Outstanding Bond of all Series on the next respective Interest Payment Date or Dates within the next succeeding six months and, if any Bonds bear interest at a rate which is not determinable to and including the day preceding the next Interest Payment Date thereon, the Interest Requirement shall be calculated as if such Bonds continue to bear interest to, but not including, the next Interest Payment Date at the interest rate in effect on the Bonds on the date of calculation.

*Investment Obligations:* Any of the following securities and other investments (other than Program Securities), if and to the extent the same are at the time legal for the investment of the Agency's moneys:

- (a) Direct obligations of, or obligations the timely payment of principal and interest on which are insured or guaranteed by, the United States of America, which obligations include, but are not limited to,

the following: (i) United States Treasury obligations which are direct or fully guaranteed obligations, and (ii) obligations, debentures, notes or other evidences of indebtedness issued or guaranteed by GNMA;

(b) Obligations (i) which are backed by the full faith and credit of any state of the United States of America, (ii) of any agency of the United States of America, or (iii) of any public corporation sponsored by the United States of America, provided that, at the time of purchase, such obligations shall not impair the Rating of any Outstanding Bonds;

(c) Federal Home Loan Mortgage Corporation participation certificates guaranteed by Freddie Mac as to timely payment of principal and interest and senior debt obligations;

(d) Fannie Mae's mortgage-backed securities and senior debt obligations, excluding interest-only stripped securities;

(e) Interest-bearing time or demand deposits, certificates of deposit or other similar banking arrangements with any bank, trust company, national banking association or other savings institution (including any Fiduciary) whose outstanding unsecured short-term debt obligations are rated by Moody's not less than P-1 (or such comparable rating from each Rating Agency then providing a rating on the Bonds); provided that (i) such deposits, certificates and other arrangements are fully insured by the Federal Deposit Insurance Corporation or guaranteed by the State, the proceeds of which insurance are timely available, or (ii) such Depository has combined capital and surplus of at least \$75,000,000 and such deposits, certificates and other arrangements are fully secured by obligations described in clause (a) or (b) of this definition, or a combination thereof, at such levels and valuation frequency as shall not impair the Rating of any Outstanding Bonds, or (iii) the deposit of funds with such Depository will not impair the Rating of any Outstanding Bonds;

(f) Any repurchase agreement and reverse repurchase agreement with banks which are members of the Federal Deposit Insurance Corporation, or with government bond dealers reporting to and trading with the Federal Reserve Bank of New York, which agreement is secured by obligations described in the preceding clauses (a) and (b) of this definition, as long as such agreement, as of the date of its execution and delivery, does not impair the Rating of any Outstanding Bonds;

(g) Shares of (i) an investment company registered under the federal investment company act of 1940, whose shares are registered under the federal securities act of 1933, whose only investments are in securities described in subparagraphs (a), (b) or (f) above, or (ii) a common trust fund established by a national banking association or a bank or trust company organized under the laws of any state with combined capital and surplus of at least \$75,000,000, under the supervision and regulation of the Comptroller of the Currency pursuant to 12 C.F.R. 9, or any successor regulation, whose only investments are in securities described in subparagraphs (a), (b) or (f) above, and, in the case of both (i) and (ii), which are not rated less than "Aaa" by Moody's (or such comparable rating from each Rating Agency then providing a Rating on the Bonds);

(h) Any investment contract with any provider as long as such investment contract, as of the date of its execution and delivery, does not impair the Rating of any Outstanding Bonds; and

(i) Any other investment that as of the date made does not impair the Rating of any Outstanding Bonds.

*Lender:* Unless otherwise provided in a Series Resolution, a Person executing a Participation Agreement and which is: (i) a bank, savings bank, credit union, mortgage company or nonprofit corporation organized or licensed under the laws of the State or the United States, or a mortgagee or lender approved or certified by the Secretary of Housing and Urban Development or by the Administrator of Veteran Affairs; or (ii) an agency or instrumentality of the United States or the State, or a political subdivision of the State.

*Master Servicer:* The Person designated as servicer under the Servicing Agreement, and its successors or assigns, or any substitute servicer designated by the Agency in accordance with the Servicing Agreement.

*Mortgage Reserve Requirement:* As of any particular date of computation, the sum of amounts, if any, established for each Series of Bonds by each Series Resolution.

*Other Obligations:* a Hedge Agreement or, if and to the extent provided in a Series Resolution or other resolution of the Agency, with respect to Bonds of one or more Series, an insurance policy insuring, or a letter of credit, line of credit, surety bond or standby bond purchase agreement providing a direct or indirect source of funds for, the timely payment of principal of or interest on such Bonds (but not necessarily principal due upon the acceleration thereof), or any or all of the remarketing agreements, depository agreements, credit facilities, reimbursement agreements, standby bond purchase agreements and the like pertaining to Bonds with a tender right granted to or tender obligation imposed on the Owner thereof.

*Outstanding:* When used with respect to Bonds, as of any date, all Bonds theretofore authenticated and delivered under the Resolution except:

(a) any Bond cancelled or delivered to the Trustee for cancellation on or before such date;

(b) any Bond (or any portion of any Bond) (i) for the payment or redemption of which there shall be held in trust under the Resolution and set aside for such payment or redemption, moneys and/or Government Obligations maturing or redeemable at the option of the holder thereof not later than such maturity or redemption date which, together with income to be earned on such Government Obligations prior to such maturity or redemption date, will be sufficient to pay the principal or Redemption Price thereof, as the case may be, together with interest thereon to the date of maturity or redemption, and (ii) in the case of any Bond (or any portion of any Bond) to be redeemed prior to maturity, notice of the redemption of which shall have been given in accordance with the Resolution or irrevocably provided for in a manner satisfactory to the Trustee;

(c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to the Resolution; or

(d) any Bond deemed to have been paid as provided in the Resolution.

*Parity Certificate:* An Agency Certificate, giving effect to the action proposed to be taken in connection with the filing thereof, showing that (A) the sum of (i) the moneys, Investment Obligations and Cash Equivalents then credited to the Acquisition Accounts, the Revenue Fund, the Bond Fund Principal Account, the Bond Fund Interest Account and the Mortgage Reserve Fund, (ii) the unpaid principal amount of all Program Obligations credited to the Acquisition Accounts, and (iii) any other moneys, Investment Obligations and Cash Equivalents and the unpaid principal amount of all Program Obligations otherwise specifically pledged to the payment of Outstanding Bonds by a Series Resolution, exceeds (B) an amount equal to 103% of the principal amount of Outstanding Bonds of all Series. If, however, on the date the Agency Certificate is to be delivered, the aggregate outstanding principal amount of all Program Securities held by the Trustee is equal to or greater than the aggregate principal amount of all Bonds then Outstanding, as certified in the Agency Certificate, then the percentage in clause (B) of the immediately preceding sentence shall be 100%.

*Participation Agreements:* One or more of the Participation Agreements, as amended, relating to the origination of Program Loans under the Program, between the Agency or the Master Servicer and a Lender.

*Private Mortgage Insurer:* Any private mortgage insurance company that is licensed to do business in the State and that is approved by the applicable Federal Mortgage Agency and the Agency and providing private mortgage guaranty insurance on Conventional Mortgage Loans.

*Principal Requirement:* As of any particular date of calculation with respect to Bonds Outstanding on that date, the amount of money equal to any unpaid Principal Installment then due plus the Principal Installment to become due on each Series of Bonds on the next respective Principal Installment Date within the next succeeding six months.

*Private Mortgage Insurer:* Any private mortgage insurance company approved by the applicable Federal Mortgage Agency and the Agency and providing private mortgage guaranty insurance on Conventional Mortgage Loans.

*Program:* The program for the financing of Program Obligations for Housing established by the Agency pursuant to the Act, as the same may be amended from time to time, and the Bond Resolution and for financing Other Obligations.

*Program Loan:* A loan for Housing secured by a mortgage, made by a Lender in accordance with the Act and the Program.

*Program Obligation:* Any Program Loan or Program Security acquired by the Agency by the expenditure of amounts in an Acquisition Account.

*Program Security:* An obligation representing an undivided interest in a pool of Program Loans issued and acquired pursuant to the Program, to the extent the payments to be made on such obligation are guaranteed or insured by a Federal Mortgage Agency.

*Program Series Resolution:* The Series Resolution adopted December 11, 2009 with respect to the Homeownership Finance Bonds, 2009 Series A (Mortgage-Backed Securities Program) (Treasury HFA Initiative).

*Rating:* With respect to any Series of Outstanding Bonds, the rating issued by a Rating Agency in force immediately prior to the proposed action to be taken by the Agency hereunder, and an action that does not "impair" the Rating with respect to any Series of Outstanding Bonds shall be an action which will not cause the Rating Agency to lower, withdraw or suspend the rating it has assigned to the Series of Outstanding Bonds.

*Rating Agency:* Any nationally recognized entity that, upon the request of the Agency, has issued a credit rating on any Series of Bonds issued pursuant to the Resolution.

*Revenues:* With respect to the Outstanding Bonds, (i) all payments, proceeds, rents, premiums, penalties, charges and other cash income received by the Agency from or on account of any Program Obligation (including any payments received from a Federal Mortgage Agency, scheduled, delinquent and advance payments of, and any net insurance or guaranty proceeds with respect to, principal of and interest on any Program Obligation or the net operating income or net proceeds of sale of any property acquired thereunder), (ii) all income received by the Trustee from or in connection with any Servicing Agreement or by the Trustee or the Agency from or in connection with any Participation Agreement, unless otherwise provided in a Series Resolution with respect to all or a part thereof (but exclusive of indemnification rights of the Agency), (iii) any Counterparty Hedge Payments received from any Hedge Counterparty pursuant to a Hedge Agreement or any payments received from another Beneficiary to be applied to the payment of principal of, interest on, or the purchase price with respect to any Bonds, (iv) any amounts deposited in or irrevocably appropriated to any Fund or Account established under the Bond Resolution (other than the Single Family Housing Fund, except as otherwise provided in a Series Resolution) from sources not subject to the lien of the Bond Resolution, and (v) all interest earned or gain realized in excess of losses as a result of the investment of the amount in any Fund or Account established under the Bond Resolution (other than the Single Family Housing Fund, except as otherwise provided in a Series Resolution), but excluding: (a) any amount retained by a servicer (including the Agency) of any Program Obligation as compensation for services rendered in connection with such Program Obligation, (b) any payments for the guaranty or insurance of any Program Obligation, (c) any payments of taxes, assessments or similar charges or premiums or other charges for fire or other hazard insurance (and any escrow payments in connection therewith) called for by or in connection with any Program Obligation, (d) amounts payable with respect to a Program Obligation that represent a return on amounts financed by the Agency or by other Persons pursuant to a participation, forbearance or other arrangement from sources other than proceeds of Bonds or other amounts held hereunder, and (e) to the extent such items do not exceed the income derived therefrom, payments or charges constituting expenses of managing and maintaining property acquired pursuant to a Program Loan.

*Series:* All Bonds delivered on original issuance in a simultaneous transaction, regardless of variations in maturity, interest rate or other provisions, and any Bond thereafter delivered in lieu of or substitution for any of such Bonds pursuant to the Bond Resolution.

*Series Program Determinations:* Determinations by the Agency relating to Program Obligations and certain other matters in connection with a Series of Bonds under the Program to be set forth (or provided to be determined at certain specified times in the future) in a Series Resolution and shall include, to the extent determined by the Agency to be relevant, the following: (i) the terms of the Program Securities or the Program Loans, including such matters as interest rates, payment dates, maturity dates, loan insurance provisions, and similar provisions; (ii) the requirements of the Code applicable to the Program Loans, if any; (iii) provisions relating to sale of Program Obligations and prepayments of Program Obligations, including application thereof for redemption of Bonds or financing new Program Obligations and provisions relating to the investment of funds relating to the Series of Bonds; (iv) the Mortgage Reserve Requirement, if any, and (v) any other provision deemed advisable by the Agency not in conflict with the Bond Resolution; provided that, pursuant to an Agency Certificate delivered to the Trustee, the Agency may amend or revise any of the above determinations with respect to any portion of the proceeds of the Series of Bonds prior to the date that such proceeds are applied to the financing of Program Obligations to the extent that such revisions do not impair the Rating on the Series of Bonds and do not affect the excludability of interest on such Series of Bonds from gross income for federal income tax purposes.

*Series Resolution:* A resolution of the Agency authorizing the issuance and delivery of Bonds of one or more Series pursuant to the Bond Resolution.

*Servicing Agreement:* The Servicing Agreement dated as of October 17, 2013, between the Agency, the Trustee and U.S. Bank, National Association, as Master Servicer, as the same has been or may be amended from time to time or any agreement executed by the Agency replacing such agreement.

## **SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION**

### **Series Accounts**

Unless otherwise provided in a Series Resolution, the Trustee shall establish within each Fund under the Bond Resolution (other than the Single Family Housing Fund), a separate Series Account for each Series of Bonds. The proceeds of a particular Series of Bonds, other amounts made available by the Agency in the Series Resolution or otherwise relating to a particular Series of Bonds and the Revenues relating to a particular Series of Bonds (including the payments on Program Obligations acquired with the proceeds of a particular Series of Bonds or the payments on any other collateral pledged to a particular Series of Bonds and the earnings on investments of any of said proceeds, funds and amounts) shall be deposited or credited to the separate Series Accounts established for that particular Series of Bonds. Where required to assure compliance with the covenants of the Bond Resolution and any Series Resolution, withdrawals from Series Accounts established in connection with a particular Series of Bonds may be made and used (including for purposes of redemption) for any other Series of Bonds. For purposes of investment, the Trustee, may, or shall at the direction of the Agency, consolidate the Series Accounts required to be established in a particular Fund so long as adequate records are maintained as to the amounts held in each such Fund allocable to each Series of Bonds. In addition to the Funds and Accounts established under the Bond Resolution, the Trustee may from time to time, establish, maintain, close and reestablish such accounts and subaccounts as may be requested by the Agency for convenience of administration of the Program and as shall not be inconsistent with the provisions of the Bond Resolution.

### **Cost of Issuance Accounts**

Each Series Resolution authorizing the issuance of a Series of Bonds may, but is not required to, provide for a separate Cost of Issuance Account to be held by the Trustee. Moneys in each such Cost of Issuance Account shall be expended for Costs of Issuance of such Series of Bonds and for no other purpose upon receipt by the Trustee of a requisition signed by an Authorized Officer stating the amount and purpose of any such payment. Any amounts in a Cost of Issuance Account remaining therein upon payment of all Costs of Issuance for such Series of Bonds shall (i) if not proceeds of Bonds, be transferred to the Revenue Fund and (ii) if sale proceeds, investment proceeds or transferred proceeds of Bonds, be transferred to any one or more of the Acquisition Accounts or the Bond Redemption Fund, upon receipt by the Trustee of a Certificate of the Agency stating that such moneys are no longer needed for the payment of Costs of Issuance whereupon such Account shall be closed. Interest and other income derived from the investment or deposit of each such Cost of Issuance Account shall be transferred by the Trustee upon receipt thereof to the Revenue Fund.

## Acquisition Accounts

Each Series Resolution authorizing the issuance of a Series of Bonds shall establish a separate Acquisition Account to be held by the Trustee. There shall be deposited from time to time in an Acquisition Account (i) any proceeds of Bonds or other amounts required to be deposited therein pursuant to the Bond Resolution or the applicable Series Resolution and (ii) any other amounts determined by the Agency to be deposited therein from time to time.

Except as otherwise permitted or required to be transferred to other Funds and Accounts, amounts in an Acquisition Account shall be expended only to Finance Program Obligations. All Program Obligations Financed by application of amounts in an Acquisition Account shall be credited to such Acquisition Account. No Program Loan shall be Financed unless the requirements of the applicable Series Resolution have been met, and no Program Security shall be Financed unless the Program Security represents a pass through or participation interest in a pool of Program Loans and provides for a guaranty of all payments to be made to the Agency thereunder by a Federal Mortgage Agency.

Amounts in an Acquisition Account for a Series of Bonds may be expended for the acquisition of a Program Security, or portion thereof, only if (1) the principal amount of the Program Security is less than or equal to the principal amount of the Program Loans backing the Program Security; (2) the Program Security bears interest at a rate equal to the rate of interest on the Program Loans backing the Program Security minus the applicable servicing and guaranty fees; (3) upon such purchase, the sum of (a) amounts held in all Accounts relating to the Series of Bonds and (b) the aggregate outstanding principal amount at time of purchase by the Trustee of all Program Securities held by the Trustee is equal to or greater than (c) the aggregate principal amount of all Bonds then Outstanding, or if conditions (a), (b) and (c) of this paragraph are not met, such disbursement alone shall not result in a reduction of the Rating on the Series of Bonds following notice by the Trustee to the Rating Agencies; and (4) the Trustee (i) has physical possession of the Program Security and the Program Security is registered in the name of the Trustee, (ii) the Program Security is credited to the account of the Trustee at a clearing corporation, as defined under and pursuant to the Uniform Commercial Code applicable to the clearing corporation, and the clearing corporation is registered as a clearing agency under the Securities Exchange Act of 1934, (iii) for a Program Security issued in book-entry form through a book-entry system operated by the Federal Reserve System, the Program Security shall have been registered on the books of the Federal Reserve Bank in the name of the Trustee (acting as a "depository" within the meaning of 24 C.F.R. Section 81.44(b)), and the Trustee shall have received confirmation in writing that the depository is holding the Program Security on behalf of, and has identified the Program Security on its records as belonging to, the Trustee, or (iv) any other arrangement so that, in Counsel's Opinion (with customary exceptions and qualifications), the Trustee has a first perfected security interest in the Program Security.

The Trustee shall pay out and permit the withdrawal of amounts on deposit in any Acquisition Account at any time for the purpose of making payments pursuant to the Bond Resolution, but only upon receipt of the following documents prior to any proposed withdrawal:

- (1) an Agency Certificate setting forth the amount to be paid, the Person or Persons to whom such payment is to be made (which may be or include the Agency) and, in reasonable detail, the purpose or purposes of such withdrawal; and
- (2) an Agency Certificate stating that the amount to be withdrawn from the Acquisition Account pursuant to the requisition is a proper charge thereon and, if such requisition is made to Finance the acquisition of Program Obligations, that (i) the terms of the Program Obligations conform to the description of the Program Obligations to be Financed from such amount as provided to the Trustee pursuant to the terms of the Bond Resolution, and (ii) the Program Obligations otherwise comply with the provisions of the Bond Resolution.

At any time the Agency, by Agency Certificate, may direct the Trustee to transfer amounts in an Acquisition Account into the Bond Fund Principal Account or Bond Fund Interest Account, as appropriate, to pay principal or Sinking Fund Installments of and interest on the related Series of Bonds, or into the appropriate account in the Mortgage Reserve Fund, which request shall state that such transfer is appropriate to meet the requirements of the Fund.



The interest earned and other income derived from the investment or deposit of each Acquisition Account may be transferred to the appropriate account in the Revenue Fund for the related Series of Bonds by the Trustee upon receipt thereof to the extent that such amounts exceed any losses realized by investment of deposits in such Acquisition Account or may be retained in the Acquisition Account for the Financing of additional Program Obligations, as directed by Agency Certificate.

All amounts deposited into an Acquisition Account shall be disbursed in the manner provided in the Bond Resolution or the Agency may, by Agency Certificate, direct the Trustee to transfer any amounts from the Acquisition Account to the Bond Redemption Fund to be used for the redemption of Bonds of the related Series; provided, however, that (i) the Agency Certificate shall specify the maturities, the principal amounts of each maturity, and the Series of Bonds to be redeemed (including any credits against Sinking Fund Installments on any Term Bonds to be redeemed) and (ii) in the case of any selection method of Bonds for an optional or special redemption different from the selection method assumed in the most recently filed Cash Flow Certificate, the Agency shall file an updated Cash Flow Certificate with the Trustee.

The Agency may establish temporary subaccounts within an Acquisition Account for the collection and custody of fees paid by Lenders or other Persons in connection with the reservation or holding of funds in the Acquisition Account for use in Financing Program Obligations to be originated by such Lenders or other persons. To the extent that the Agency's agreements with such Lenders or other persons provide for the refund of any such fees (or portions thereof), amounts may be withdrawn from any such subaccount or the Acquisition Account in accordance with such agreements, and any amounts not required to be so applied may, pursuant to an Agency Certificate, be applied to any other purpose of the Acquisition Account as provided in the Bond Resolution.

Any moneys deposited in an Acquisition Account which are not used or to be used to purchase Program Securities by the end of the Delivery Period specified in such Series Resolution, or by such earlier date as may be required by the Code and specified in such Series Resolution, shall be transferred by the Trustee to the Bond Redemption Fund in accordance with the provisions of the applicable Series Resolution, and applied to redeem Bonds.

## **Revenue Fund**

The Agency shall cause all Revenues to be deposited promptly with a Depository and to be transmitted regularly to the Trustee. Unless otherwise provided in the Bond Resolution, all such amounts shall be deposited in the Revenue Fund. There shall also be deposited in the Revenue Fund any other amounts required to be deposited therein pursuant to the Bond Resolution or the Series Resolution or other resolution of the Agency.

The Trustee shall withdraw from any money in the Revenue Fund and credit to each of the following Funds and Accounts, or pay to the Person specified, the amount indicated in the following tabulation, at the times indicated in the following tabulation:

- (1) on or before the applicable Interest Payment Date, to the Bond Fund Interest Account the amount needed, taking into account any balance then on deposit therein, to increase the balance therein to the Interest Requirement;
- (2) on or before the applicable Principal Installment Date, to the Bond Fund Principal Account the amount, needed, taking into account any balance then on deposit therein, to increase the amount therein to the Principal Requirement;
- (3) on any date, assuming any prior transfers required pursuant to subsections (1) and (2) above have been made, to the Mortgage Reserve Fund, the amount, if any, needed to increase the amount therein to the Mortgage Reserve Requirement;
- (4) if expressly provided in the Series Resolution in respect of a series of Bonds to which a Hedge Agreement relates in whole or in part, on or before the applicable due dates, but only to the extent any prior transfers required pursuant to subsections (1), (2) and (3) above have been made, to any Hedge Counterparty, the Agency Hedge Payments due from time to time pursuant to a Hedge Agreement; provided, however, that if the Series Resolution provides that Agency Hedge Payments exclusive of

amounts payable upon any early termination of the Hedge Agreement are to be made on a parity with payment of principal of and interest on Outstanding Bonds, then to the Hedge Counterparty, such portion of Agency Hedge Payments when due, and if the balance in the Revenue Fund is not sufficient to make the transfers then required under subsections (1), (2) and (3) and this payment, then the balance shall be applied, pro rata, to such transfers and this payment;

(5) at any time upon the purchase of Program Obligations from the moneys on deposit in an Acquisition Account, withdraw from the Revenue Fund and pay to the applicable Servicer or other Person the accrued and unpaid interest on the Program Obligations as of the date of purchase; and

(6) to the extent not transferred pursuant to the preceding subsections, the balance shall be held in the Revenue Fund until and unless directed by Agency Certificate to be transferred and utilized as set forth elsewhere.

At such periodic intervals as the Agency, by Agency Certificate, shall direct, the Trustee shall withdraw from the Revenue Fund and transfer to the United States of America such amounts as are necessary to comply with the Code, including particularly the arbitrage rebate requirements of Section 148 thereof.

Amounts credited to the Revenue Fund shall be transferred to the Bond Redemption Fund on or before the designated Redemption Date to be used for the purchase or redemption of Bonds pursuant to the Bond Resolution and the terms of any related Series Resolution upon the filing with the Trustee of (i) an Agency Certificate specifying the maturities, the principal amounts of each maturity, and the Series of Bonds to be redeemed or purchased (including any credits against Sinking Fund Installments on any Term Bonds to be redeemed) and (ii) in the case of any selection method of Bonds for an optional or special redemption different from the selection method assumed in the most recently filed Cash Flow Certificate, a Cash Flow Certificate.

Amounts credited to the Revenue Fund may be transferred to an existing Acquisition Account or a new Acquisition Account to be established to be used to acquire Program Obligations upon filing with the Trustee of (i) an Agency Certificate specifying the amount to be so transferred and either specifying the existing Acquisition Account to which the funds are to be deposited or directing the establishment of a new Acquisition Account for the deposit of the funds and providing the information relating to the new Acquisition Account required by the Bond Resolution and (ii) a Cash Flow Certificate.

Amounts credited to the Revenue Fund, as directed by an Agency Certificate, shall be released to the Agency for the payment of Program Expenses or the establishment of reserves therefor in an amount needed or required to pay reasonable and necessary Program Expenses; provided that if the amount to be released exceeds the amount assumed in the most recently filed Cash Flow Certificate, the Agency shall file a new Cash Flow Certificate with the Trustee.

Amounts credited to the Revenue Fund, except Program Expenses, may be released to the Agency free and clear of the lien of the Bond Resolution, for deposit in the Agency's General Reserve Account or the Single Family Housing Fund, upon the filing with the Trustee of (i) an Agency Certificate directing the same, (ii) a Cash Flow Certificate, and (iii) a Parity Certificate.

Any investment earnings on moneys held in the Revenue Fund shall be retained therein.

#### **Bond Fund Interest Account and Bond Fund Principal Account**

The Trustee shall withdraw from the Bond Fund Interest Account, on or immediately prior to each Interest Payment Date of the Bonds, an amount equal to the unpaid interest due on the Bonds on such Interest Payment Date, and shall cause the same to be applied to the payment of said interest when due and is authorized to transmit the same to any Paying Agents which shall apply the same to such payment.

If the withdrawals required with respect to the same and every prior date shall have been made, the Trustee shall withdraw from the Bond Fund Principal Account, on or immediately prior to each Principal Installment Date, an amount equal to the Principal Installments of the Outstanding Bonds, if any, payable on the Principal Installment

Date and shall cause the same to be applied to the payment of the Principal Installments when due and is authorized to transmit the same to any Paying Agents which shall apply the same to such payment.

Any amount at any time held in the Bond Fund Interest Account or Bond Fund Principal Account in excess of the Interest Requirement or Principal Requirement may be transferred by the Trustee to the Revenue Fund, if so directed by Agency Certificate, and otherwise shall be retained in the Bond Fund Interest Account or Bond Fund Principal Account, as the case may be.

The interest earned or other income derived from the investment of moneys in the Bond Fund Interest Account and Bond Fund Principal Account shall be transferred by the Trustee to the Revenue Fund (unless the Trustee is directed by Agency Certificate to retain such amounts in the Bond Fund Interest Account or Bond Fund Principal Account, as the case may be).

Upon the purchase of Program Obligations from the moneys on deposit in the applicable Acquisition Account, the Trustee shall, in accordance with the provisions of the applicable Series Resolution, withdraw from the Revenue Fund or, if funds available in the Revenue Fund are not sufficient, from the applicable Bond Fund Interest Account, and pay to the applicable Servicer the then accrued and unpaid interest on such Program Obligations.

### **Bond Redemption Fund**

Subject to the provisions of the respective Series of Bonds and to the provisions of the respective Series Resolutions authorizing the issuance thereof, all amounts deposited in the Bond Redemption Fund shall be applied to the purchase or redemption of Bonds (other than the Single Family Housing Fund), including payment of any redemption premium, on the applicable Redemption Date; provided, however, that in the event the Agency has issued refunding obligations for the purpose of redeeming Bonds of a Series in accordance with the Bond Resolution, upon receipt of an Agency Certificate directing such transfer and confirmation by the Trustee that provisions have been made for wiring proceeds of such refunding obligations to the Trustee, the Trustee, immediately on the date of such confirmation, shall transfer moneys in the Bond Redemption Fund in an amount equal to the amount of refunding proceeds received by the Trustee to the funds or accounts specified in the refunding resolution as specified in the Agency Certificate. The Redemption Price of Bonds subject to redemption by operation of the Bond Redemption Fund in the Bond Fund shall be the price set forth in the applicable Series Resolution. Upon receipt of an Agency Certificate directing the same, the Trustee shall transfer at the time of purchase or no more than 45 calendar days prior to such redemption to the Bond Redemption Fund in the Bond Fund from the Mortgage Reserve Fund the amount stated in such direction, which amount shall be no greater than the amount by which the Mortgage Reserve Requirement will decrease due to the purchase or redemption of Bonds. Subject to the provisions of the Bond Resolution or of any Series Resolution authorizing the issuance of Bonds, requiring the application thereof to the purchase or redemption of any particular Bonds, the Trustee shall apply any amounts deposited in the Bond Redemption Fund to the purchase or redemption of Bonds at the times and in the manner provided in the Bond Resolution. Amounts on deposit in the Bond Redemption Fund for the payment, purchase or redemption of any particular Bonds in accordance with the provisions of any Series Resolution authorizing the issuance of Refunding Bonds shall be segregated and shall be identified as such on the records of the Trustee.

Any earnings derived from the investment of amounts deposited in the Bond Redemption Fund pursuant to the issuance and delivery of Refunding Bonds, to the extent required to provide amounts sufficient for the payment or redemption of Bonds in accordance with the conditions for issuance of Refunding Bonds set forth in the Resolution, be deposited in the Bond Redemption Fund. All other interest earned or other income derived from the investment of moneys in the Bond Redemption Fund shall be transferred by the Trustee upon receipt thereof to the Revenue Fund.

### **Mortgage Reserve Fund**

There shall be deposited in the Mortgage Reserve Fund all amounts required to be deposited therein by the Bond Resolution or any Series Resolution and any other amounts available therefor and determined by the Agency to be deposited therein.

If on any Bond Payment Date the amount in the Bond Fund Interest Account, Bond Fund Principal Account or Bond Redemption Fund, as appropriate, shall be less than the amount required for the payment of the Principal Installments and interest due on the Outstanding Bonds on such date, the Trustee shall apply amounts from the Mortgage Reserve Fund to the extent required pursuant to the Bond Resolution.

If, concurrently with any allocation from the Revenue Fund pursuant to the Bond Resolution, or, on any date upon which a Series Resolution shall be delivered to the Trustee, the amount on deposit in the Mortgage Reserve Fund shall be in excess of the Mortgage Reserve Requirement, the Trustee shall, if so directed in writing pursuant to an Agency Certificate, (1) transfer the amount of such excess which is Revenues to any one or more of the Acquisition Accounts, the Bond Fund Interest Account, the Bond Fund Principal Account, the Bond Redemption Fund or the Revenue Fund as so directed and (2) transfer the amount of such excess which is sale proceeds, investment proceeds or transferred proceeds of Bonds to any one or more of the Acquisition Accounts or the Bond Redemption Fund.

Subject to any limitation provided in the Act, a Series Resolution may provide that the Mortgage Reserve Requirement may be funded through Cash Equivalents. For purposes of determining whether such Requirement has been met, the amount in the Mortgage Reserve Fund so funded shall be deemed to include any amount payable under such Cash Equivalents on the demand of the Trustee.

Any earnings derived from the investment of amounts deposited in the Mortgage Reserve Fund shall, to the extent the balance therein is less than the Mortgage Reserve Requirement, be retained in the Mortgage Reserve Fund and otherwise shall be transferred by the Trustee upon receipt thereof to the Revenue Fund.

### **Single Family Housing Fund**

The Trustee shall deposit in the Single Family Housing Fund any amounts authorized by an Agency Certificate to be withdrawn from the Revenue Fund and deposited therein and any other amounts provided by the Agency for deposit therein. Amounts on deposit in the Single Family Housing Fund, except as may be otherwise provided in a Series Resolution, shall be free and clear of any restrictions on the investment of funds set forth in the Bond Resolution. Amounts deposited in the Single Family Housing Fund may be used for any lawful purpose for which the Agency may from time to time use funds on deposit in its General Reserve Account in connection with (i) the Program and (ii) other programs of the Agency that facilitate the development and maintenance of a sufficient supply of safe and affordable single family residential housing in the State, including but not limited to Agency programs that finance the acquisition, construction, rehabilitation, improvement and betterment of single family residential property, upon such terms as the Agency may determine. Pending such use, such amounts may be invested in any securities or investments permissible generally for the investment of funds of the Agency as specified by Agency Certificate, subject, however, to any covenants or agreements made by the Agency in a Series Resolution. By Agency Certificate furnished to the Trustee, the Agency may at any time appropriate any funds and investments on deposit in the Single Family Housing Fund to any other Account or Fund created pursuant to the Bond Resolution or may direct that such funds and investments be transferred to the Agency's General Reserve Account or to any other fund or account established pursuant to resolution of the Agency, subject, however, to any covenants or agreements made by the Agency in a Series Resolution.

Subject to the uses permitted by the Bond Resolution, funds, securities and other investments, loans and other property held from time to time in the Single Family Housing Fund are available for, and pledged to, the payment of Debt Service on the Bonds when due and the payment of any other amounts required to be paid from time to time from the Funds and Accounts established pursuant to the Bond Resolution or any Series Resolution, including Agency Hedge Payments; provided that the Agency may from time to time pledge all or any of the assets of the Single Family Housing Fund to any other Person or Persons in connection with the programmatic uses permitted by the Bond Resolution upon such terms as the Agency may determine, which pledge may be superior to, on a parity with, or subordinate to the pledge made under the Bond Resolution to the Bondowners or any Beneficiaries, except as otherwise provided in a Series Resolution or resolution authorizing an Other Obligation. Available cash and cash equivalent funds on deposit in the Single Family Housing Fund may be used to make up deficiencies in the Bond Fund Interest Account or the Bond Fund Principal Account for such purposes and, if directed by an Authorized Officer, shall be transferred to the Bond Fund Interest Account or the Bond Fund Principal Account when required on any Bond Payment Date or other payment date. Unless otherwise specified in a Series Resolution or other resolution of the Agency, the Agency shall not be required to maintain any minimum

balance in the Single Family Housing Fund and the Agency makes no covenant to Bondowners or any other Person that funds or other assets will be available in the Single Family Housing Fund in the event of a deficiency in the Bond Fund Interest Account or the Bond Fund Principal Account on a Bond Payment Date or other payment date.

The Agency, by Agency Certificate, may request the Trustee to establish one or more subaccounts in the Single Family Housing Fund to be restricted to such uses, and used in accordance with such terms, as are specified in the Agency Certificate.

Any earnings derived from the investment of amounts deposited in the Single Family Housing Fund shall be retained therein unless otherwise directed by Agency Certificate.

### **Investment of Moneys Held by the Trustee**

Moneys held by the Trustee for the credit of any Account or Fund established under the Bond Resolution (other than the Single Family Housing Fund) shall be invested by the Trustee as directed by the Agency to the fullest extent practicable and reasonable in Investment Obligations which shall mature or be redeemable at the option of the Owner prior to the respective dates when the moneys held for the credit of such Fund or Account will be required for the purposes intended.

The Investment Obligations purchased shall be held by the Trustee and shall be deemed at all times to be part of the Fund or Account or combination thereof, and the Trustee shall inform the Agency of the detail of all such investments. The Trustee shall sell at the best price obtainable, or present for redemption, any Investment Obligations purchased by it as an investment whenever it shall be necessary to provide moneys to meet any payment from a Fund or Account. The Trustee shall not be liable for any depreciation of the value of any investment on the redemption, sale or maturity thereof, and, in the absence of any direction from the Agency, the Trustee shall not be required to invest such funds.

The Trustee may purchase from or sell to itself or an affiliate, as principal or agent, any Investment Obligations. The Trustee shall advise the Agency in writing monthly, unless otherwise directed by Agency Certificate, of all investments held for the credit of each Fund and Account in its custody under the provisions of the Bond Resolution as of the end of the preceding month.

In computing the amount in any Fund or Account, (i) Investment Obligations shall be valued at par or, if purchased at a price other than par, at their Amortized Value, in either event exclusive of accrued interest and (ii) Program Obligations shall be valued at 100% of the outstanding principal balance thereof, plus accrued interest.

Except as otherwise specifically provided in the Bond Resolution or in a Series Resolution, the income or interest earned, or gain, shall be transferred by the Trustee upon receipt thereof to the appropriate subaccount in the Revenue Account.

The Trustee shall not be liable or responsible for the making of any investment authorized by the Bond Resolution in the manner provided in the Bond Resolution or for any loss resulting from any such investment so made, except for its own negligence.

### **Covenants Relating to Servicing Agreement and Participation Agreements**

The Agency agrees that the Trustee in its name or (to the extent required by law) in the name of the Agency may enforce all rights of the Agency and all obligations of a Servicer under and pursuant to a Servicing Agreement for and on behalf of the Bondowners whether or not an Event of Default under the Bond Resolution or the Series Resolutions has occurred or is continuing. The Agency shall supervise, or cause to be supervised, each Lender's compliance with the Participation Agreements. In the event the Servicing Agreement shall be terminated for any reason, the Agency shall proceed with due diligence to appoint a successor Master Servicer, subject to the provisions of the Servicing Agreement and the Participation Agreements and the requirements of each applicable Federal Mortgage Agency. During the period necessary to obtain such successors, the Trustee shall, subject to the approval of the applicable Federal Mortgage Agency, cause to be performed the duties and responsibilities of the Master Servicer under the Servicing Agreement and shall be compensated therefor, in addition to the compensation payable

to it under the Bond Resolution or any other instrument, in the same manner and amounts as provided under the Servicing Agreement.

### **Sale of Program Obligations**

The Agency may at any time sell, assign or otherwise dispose of one or more Program Obligations:

(i) in order to obtain funds to provide for the redemption (whether optional or special, to the extent permitted by the terms of any applicable Series Resolution) or purchase of an amount of Bonds having a value less than or equal to the value of the Program Obligation as reasonably estimated by the Agency; or

(ii) in the event that an Agency Certificate shall be filed with the Trustee and each Rating Agency, which gives effect to the proposed sale, assignment, transfer or other disposition and the application of the proceeds thereof and states that such sale, assignment, transfer or other disposition would not have a material adverse effect on the ability of the Agency to pay the Debt Service on the Outstanding Bonds when due and reasonable and necessary Program Expenses.

### **Enforcement of Program Securities**

The Program Securities acquired by the Trustee on behalf of the Agency shall be held at all times by the Trustee in trust and subject to the pledge of the Bond Resolution. If the Trustee does not receive a payment on a GNMA I Security when due by the close of business on the 17th day of each month, or if the Trustee does not receive a payment on a GNMA II-Custom Pool Security when due by the close of business on the 22nd day of each month, the Trustee shall immediately notify, and demand payment from GNMA. If the Trustee does not receive payment or advice from the depository of payment, with respect to a Fannie Mae Security when due by the close of business on the 25th day of any month (or the next Business Day if the 25th is not a Business Day), the Trustee shall immediately demand payment from Fannie Mae in connection with the guaranty of timely payments of principal and interest by Fannie Mae. If the Trustee does not receive payment on a Freddie Mac Security when due by the close of business on the 18th day of each month (or the next Business Day if the 18th day is not a Business Day), the Trustee shall immediately demand payment from Freddie Mac.

### **Modifications of Program Securities**

The Agency shall not consent to the modification of the rate or rates of interest, or the amount or time of payment of any installment of interest or principal, or the security for or any of the terms or provisions of any Program Security in any manner that would result in the failure of the Program Securities, in the aggregate, to have scheduled payments of principal and interest at least sufficient, together with other expected Revenues, to pay all Debt Service when due with respect to the Bonds and Program Expenses or which would materially impair the security of the Outstanding Bonds. The Agency may otherwise consent to the modification of the security for, or any terms or provisions of, one or more Program Securities but only if the Agency reasonably determines that the modification will not be materially adverse to the security or other interests of Owners of Outstanding Bonds.

### **Cash Flow Certificates**

The Agency is required to file a Cash Flow Certificate (i) at least once within any 12-month period and (ii) at such other times as may be required pursuant to the provisions of the Bond Resolution or of any Series Resolution authorizing the issuance of Bonds of a Series then Outstanding.

### **Creation of Liens**

Except as permitted for Hedge Agreements, the Agency shall not issue any bonds or other evidences of indebtedness, other than the Bonds, secured by a pledge of Revenues or of the moneys, securities, rights and interests pledged or held or set aside by the Agency or by any Fiduciary under the Bond Resolution and shall not create or cause to be created any lien or charge on any pledged Revenues or such moneys, securities, rights or interests: provided, however, that nothing in the Bond Resolution shall prevent the Agency from issuing (i) evidences of indebtedness secured by a pledge of Revenues to be derived after any pledge of Revenues provided in the Bond Resolution shall be discharged and satisfied as provided in the Bond Resolution, or (ii) notes or bonds of

the Agency not secured under the Bond Resolution; and provided, further, that, to secure its obligation to make Agency Hedge Payments to a Hedge Counterparty pursuant to a Hedge Agreement or to secure the obligations of the Agency under a different Other Obligation, the Agency may grant to the Hedge Counterparty or other Beneficiary a pledge, on a parity with, or junior and subordinate to, the pledge granted to the Trustee to secure payment of Outstanding Bonds, in all or any of the revenues, assets or other collateral pledged to the payment of the Bonds under the Bond Resolution; provided, however, that any Agency Hedge Payments payable upon early termination of a Hedge Agreement may be secured only by a pledge junior and subordinate to the pledge granted to the Trustee.

### **Defeasance of Bonds**

Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee or any one or more of the alternate Paying Agents (through deposit by the Agency of moneys for such payment or redemption or otherwise) at the maturity or Redemption Date thereof shall be deemed to have been paid within the meaning and with the effect expressed in the Bond Resolution. All Outstanding Bonds of any Series shall be deemed prior to the maturity or Redemption Date thereof to have been paid within the meaning and with the effect expressed in the Bond Resolution if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Agency shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail notice of redemption of such Bonds on said date; (ii) there shall have been deposited with the Trustee either moneys in an amount sufficient, or Government Obligations the principal of and the interest on which when due will provide moneys in an amount that, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or Redemption Price of and interest due and to become due on said Bonds on and prior to the Redemption Date or maturity date thereof, as the case may be. Neither Government Obligations nor moneys deposited with the Trustee pursuant to this section nor principal or interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, of and interest on said Bonds.

### **Events of Default**

Each of the following events shall constitute an event of default under the Bond Resolution: (1) the Agency shall fail to pay any Principal Installment or the Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise, or shall fail to pay the purchase price of any Bond tendered or deemed tendered for purchase on the date established therefor; or (2) the Agency shall fail to pay any installment of interest on any Bond when and as the same shall become due and payable; or (3) the Agency shall fail to perform or observe any other covenant, agreement or condition on its part contained in the Bond Resolution or in the Bonds, and such failure shall continue for a period of 60 days after written notice thereof to the Agency by the Trustee or to the Agency and to the Trustee by the Bondowners of not less than a majority in principal amount of the Bonds Outstanding; or (4) the Agency shall file a petition seeking a composition of indebtedness under the federal bankruptcy laws, or under any other applicable law or statute of the United States of America or of the State; or (5) the State limits or alters the rights of the Agency pursuant to the Act, as in force on the date of adoption of the Bond Resolution, to fulfill the terms of any agreements made with the Owners of the Bonds or in any way materially impaired the rights and remedies of Owners of Bonds while any Bonds are Outstanding.

### **Acceleration; Annulment of Acceleration**

Upon the occurrence of an Event of Default, the Trustee may and, upon the written request of the Bondowners of not less than a majority in aggregate principal amount of Bonds Outstanding shall, give 30 days' notice in writing to the Agency of its intention to declare all Bonds Outstanding immediately due and payable; provided, however, that the Trustee may not make any such declaration with respect to an Event of Default under clause (3) above unless (1) the Trustee has received a written request to do so from 100% of the Owners of all Outstanding Bonds or (2) there are sufficient moneys available in the Funds and Accounts to pay the principal and interest on the Outstanding Bonds upon such declaration. At the end of such 30 day period the Trustee may, and upon such written request of Bondowners of not less than a majority in aggregate principal amount of Bonds Outstanding shall, by notice in writing to the Agency, declare all Bonds Outstanding immediately due and payable and such Bonds shall become and be immediately due and payable, anything in the Bonds or in the Bond Resolution

to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment.

At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Bond Resolution, the Trustee may annul such declaration and its consequences with respect to any Bonds not then due by their terms if (1) moneys shall have been deposited in the Bond Fund Interest Account and the Bond Fund Principal Account sufficient to pay all matured installments of interest and principal or Redemption Price or purchase price (other than principal then due only because of such declaration) of all Outstanding Bonds; (2) moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee and any Paying Agents; (3) all other amounts then payable by the Agency under the Bond Resolution shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and (4) every Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

If the Agency shall fail to pay any Principal Installment, the Redemption Price, the purchase price or any installment of interest on any Bond when and as the same shall become due and payable, the Trustee shall, within 30 days, give written notice thereof by first class mail to the Bondowners, shown by the registry of Bondowners required to be maintained at the office of the Trustee.

#### **Additional Remedies and Enforcement of Remedies**

Upon the occurrence and continuation of any Event of Default, the Trustee may, and upon the written request of the Bondowners of not less than a majority in aggregate principal amount of the Bonds Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall, proceed forthwith to protect and enforce its rights and the rights of the Bondowners under the Act, the Bonds and the Bond Resolution by such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient, including but not limited to: (1) suit upon all or any part of the Bonds; (2) suit to require the Agency to account as if it were the trustee of an express trust for the Bondowners; (3) suit to enjoin any acts or things that may be unlawful or in violation of the rights of the Bondowners; (4) enforcement of any other right of the Bondowners conferred by law or by the Bond Resolution; and (5) in the event that all Outstanding Bonds are declared due and payable, by selling Program Obligations.

Regardless of the happening of an Event of Default, the Trustee, if requested in writing by the Bondowners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient (i) to prevent any impairment of the security under the Bond Resolution by any acts that may be unlawful or in violation of the Bond Resolution, or (ii) to preserve or protect the interests of the Bondowners, provided that such request is in accordance with law and the provisions of the Bond Resolution.

#### **Application of Revenues Following an Event of Default**

The Agency covenants that if an Event of Default shall happen and shall not have been remedied, the Agency, upon demand of the Trustee, shall pay or cause to be paid over to the Trustee (1) forthwith, all moneys and securities then held by the Agency in any Fund or Account under the Bond Resolution, and (2) as promptly as practicable after receipt thereof, any Revenues and other payments or receipts pledged under the Bond Resolution.

During the continuation of an Event of Default the Trustee shall apply such moneys, securities, Revenues, payments and receipts and the income therefrom as follows and in the following order:

- (1) To the payment of any expenses necessary in the opinion of the Trustee to protect the interest of the Owners of the Bonds and for the payment of the charges and expenses and liabilities incurred and advances made by the Trustee or any Paying Agents in the performance of their respective duties under the Bond Resolution;



(2) To the payment of the interest and Principal Installments or Redemption Price then due and payable on the Bonds, as follows:

(a) Unless the principal of all of Outstanding Bonds shall have become or have been declared due and payable:

*First:* To the payment to the Persons entitled thereto of all installments of interest then due and payable in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the Persons entitled thereto, without any discrimination or preference; and

*Second:* To the payment to the Persons entitled thereto of the unpaid Principal Installments or Redemption Price of any Outstanding Bonds that shall have become due and payable, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all Outstanding Bonds due and payable on any date, then to the payment thereof ratably, according to the amounts of Principal Installments or Redemption Price due on such date, to the Persons entitled thereto, without any discrimination or preference.

(b) If the principal of all of Outstanding Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Outstanding Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference;

(3) To the payment of the amounts required for reasonable and necessary Program Expenses.

Whenever all principal amounts of and interest on all Outstanding Bonds have been paid under these provisions and all fees, expenses and charges of the Trustee and any Paying Agent have been paid, any balance remaining under the Bond Resolution not segregated for the payment of Bonds shall be paid to the Agency.

### **The Trustee**

The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Bond Resolution or any Series Resolution authorizing the issuance of a Series of Bonds then Outstanding. In case an Event of Default has occurred and has not been cured, the Trustee shall exercise such of the rights and powers vested in it by the Bond Resolution and use the same degree of care and skill in their exercise as a prudent trustee would exercise or use under the circumstances.

The Trustee, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of the Bond Resolution, shall examine such instrument to determine whether it conforms to the requirements of the Bond Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel to the Agency, and any Counsel's Opinion shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Bond Resolution in good faith and in accordance therewith.

The Agency shall pay to each Fiduciary from time to time reasonable compensation for all services rendered under the Bond Resolution and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the Bond Resolution, and each Fiduciary shall have a lien therefor on any and all Revenues, Program Obligations and Investment Obligations at any time held or received by it under the Bond Resolution (excluding money or Governmental Obligations segregated to pay outstanding Bonds).

The Trustee may resign at any time and be discharged of the duties and obligations created by the Bond Resolution by giving not less than 60 days' written notice to the Agency and mailing notice thereof, at its own expense and without reimbursement therefor, to each Bondowner and Rating Agency, specifying the date when such resignation shall take effect, and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed by the Agency or the Bondowners as provided in the Bond Resolution, in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor Trustee has been appointed pursuant to the Bond Resolution.

The Trustee may be removed (i) at any time by an instrument or concurrent instruments in writing, filed with the Trustee and each Rating Agency, and signed by the Owners of a majority in principal amount of the Bonds then Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the Agency and (ii) by the Agency at any time except during the continuation of an Event of Default for such cause as shall be determined in the sole discretion of the Agency by filing with the Trustee and each Rating Agency notice of removal in the form of an Agency Certificate. In no event, however, shall such removal take effect until a successor Trustee has been appointed pursuant to the Bond Resolution.

No successor Trustee may be appointed under the Bond Resolution without the prior written consent of the GSEs, which consent is not to be unreasonably withheld.

### **Amendments**

Amendments of the Resolutions may be made by a Supplemental Resolution.

For any one or more of the following purposes, and at any time or from time to time, a Supplemental Resolution of the Agency may be adopted, which, upon the filing with the Trustee of a copy thereof, shall be fully effective in accordance with its terms, subject, however, to the rights of the GSEs to consent thereto (see "Summary of Certain Provisions of the Program Series Resolution—Covenants Regarding Administration of Bond Resolution and the Series Bonds"):

(1) To close the Bond Resolution or any Series Resolution against, or provide limitations and restrictions in addition to the limitations and restrictions contained in the Bond Resolution or any Series Resolution on, the delivery of Bonds or the issuance of other evidences of indebtedness;

(2) To add to the covenants and agreements of the Agency in the Bond Resolution or any Series Resolution, other covenants and agreements to be observed by the Agency which are not contrary to or inconsistent with the Bond Resolution or the applicable Series Resolution as theretofore in effect;

(3) To add to the limitations and restrictions in the Bond Resolution or any Series Resolution, other limitations and restrictions to be observed by the Agency which are not contrary to or inconsistent with the Bond Resolution or the applicable Series Resolution as theretofore in effect;

(4) To surrender any right, power or privilege reserved to or conferred upon the Agency by the terms of the Bond Resolution, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Agency contained in the Bond Resolution;

(5) To confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, the Bond Resolution or any Series Resolution, of Revenues or of any other securities or funds;

(6) To modify any of the provisions of the Bond Resolution or any Series Resolution in any respect whatever, provided that (a) such modification shall be, and be expressed to be, effective only after all Bonds of any Series Outstanding at the date of the adoption of such Supplemental Resolution shall cease to be Outstanding, or (b) the modification, in the sole judgment of the Agency, is reasonably necessary to assure that the interest on any related Series of Outstanding Bonds remains, or on any Series of Bonds thereafter issued will be, exempt from income taxation under the Code;

(7) To authorize the issuance of additional Series of Bonds in accordance with the provisions of Article II of the Bond Resolution;

(8) To amend the Bond Resolution by creating and establishing additional accounts;

(9) To amend the provisions described under “Enforcement of Program Securities” above to provide different days on which payments on the applicable Program Security are now payable;

(10) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Bond Resolution or any Series Resolution;

(11) To insert such provisions clarifying matters or questions arising under the Bond Resolution or any Series Resolution as are necessary or desirable and are not contrary to or inconsistent with the Bond Resolution or the applicable Series Resolution theretofore in effect; and

(12) To waive any right reserved to the Agency, provided that the loss of such right shall not adversely impair any Revenues available to pay the Outstanding Bonds of any Series.

Supplemental Resolutions become effective upon consent of the Trustee to make any other change as shall not be, in the opinion of the Trustee, materially adverse to the security or other interests of the Bondowners. With respect to the foregoing, the Trustee may rely upon the opinion of the Rating Agency with respect to whether the Rating of the Bonds has been adversely affected as conclusively establishing whether the change is materially adverse to the security or other interests of the Bondowners.

Other Supplemental Resolutions may become effective only with consent (i) of the Bondowners of at least a majority in principal amount of the Bonds Outstanding at the time such consent is given and (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Bondowners of at least a majority in principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given.

However, no such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bonds or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price or purchase price thereof or in the rate of interest thereon (except as otherwise provided in a Series Resolution) without the consent of the Bondowners of all such Bonds, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Bondowners of which is required to effect any such modification or amendment or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

Any amendment may be made with unanimous consent of the Bondowners, except that no amendment shall change any of the rights or obligations of any fiduciary without the consent of the Fiduciary.

### **Certain Rights of GSEs**

The Agency in the Program Series Resolution has made certain covenants for the sole benefit of the GSEs so long as any Homeownership Finance Bonds, 2009 Series A (Mortgage-Backed Securities Program) (Treasury HFA Initiative) are Outstanding, including covenants not to amend or supplement the Bond Resolution without the prior written consent of the GSEs (exclusive of amendments solely to provide for the issuance of Additional Bonds), not to issue variable rate Bonds, not to enter into any Hedge Agreement under the Bond Resolution, and not to exercise its right to make voluntary withdrawals of cash or other assets from the lien of the Bond Resolution except upon certain conditions. Only the GSEs may enforce, or cause the Trustee to enforce, these covenants and either or both GSEs may waive such covenants in their sole discretion.

## APPENDIX E

### BOOK-ENTRY-ONLY SYSTEM

#### General

The Depository Trust Company, New York, New York (“DTC”), is to act as securities depository for the Series Bonds. The ownership of one fully registered Series Bond will be registered in the name of Cede & Co., DTC’s partnership nominee. *So long as Cede & Co. or another nominee designated by DTC is the registered owner of the Series Bonds of a series, references herein to the Bondowners, Owners or registered owners of the Series Bonds means Cede & Co. or any other nominee and not the Beneficial Owners (as hereinafter defined) of those Series Bonds.*

DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchases of beneficial ownership interests in the Series Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series Bonds on DTC’s records. The ownership interest of each Beneficial Owner (as defined in Appendix C) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series Bonds, except in the event that use of the Book-Entry System for the Series Bonds is discontinued as described below.

To facilitate subsequent transfers, all Series Bonds deposited by Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or any other name as may be requested by an authorized representative of DTC. The deposit of Series Bonds with DTC and their registration in the name of Cede & Co. or that other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts those Series Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers. For every transfer and exchange of beneficial ownership in the Series Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices will be sent to DTC. If less than all of the Series Bonds of a series are being redeemed, unless the “Pro-Rata Pass-Through Distribution of Principal” method is employed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in the Series Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to any Series Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the bond issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Series Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of the principal and redemption price of, and interest on, the Series Bonds will be made to Cede & Co., or any other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts, upon DTC’s receipt of funds and corresponding detail information from the bond issuer or trustee on the payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of that Participant and not of DTC, the Trustee or the Agency, subject to any statutory and regulatory requirements as may be in effect from time to time. Payment of principal, redemption price and interest to Cede & Co. (or any other nominee as may be requested by an authorized representative of DTC), is the responsibility of the Trustee, disbursement of those payments to Direct Participants will be the responsibility of DTC, and disbursement of those payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Under the 2018/2019 Series Resolutions, payments made by or on behalf of the Agency to DTC or its nominee will satisfy the Agency’s obligations to the extent of the payments so made.

The above information contained in this section “Book-Entry-Only System” is based solely on information provided by DTC. No representation is made by the Agency or the Underwriters as to the completeness or the accuracy of that information or as to the absence of material adverse changes in that information subsequent to the date hereof.

The Agency, the Underwriters and the Trustee cannot and do not give any assurances that DTC, the Direct Participants or the Indirect Participants will distribute to the Beneficial Owners of the Series Bonds (i) payments of principal of or interest and premium, if any, on the Series Bonds, (ii) certificates representing an ownership interest or other confirmation of beneficial ownership interest in Series Bonds, or (iii) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series Bonds, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement. The current “Rules” applicable to DTC are on file with the Securities Exchange Commission, and the current “Procedures” of DTC to be followed in dealing with Direct Participants are on file with DTC.

*Neither the Agency, the Underwriters nor the Trustee will have any responsibility or obligation to any Direct Participant, Indirect Participant or any Beneficial Owner or any other person with respect to: (1) the accuracy of any records maintained by DTC or any Direct Participant or Indirect Participant; (2) the payment by DTC or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price of or interest on the Series Bonds; (3) the delivery by DTC or any Direct Participant or Indirect Participant of any notice to any Beneficial Owner that is required or permitted under the terms of the Resolutions to be given to Owners of Series Bonds; (4) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of Series Bonds; or (5) any consent given or other action taken by DTC as a Bondowner.*

### **Discontinuation of Book-Entry System**

DTC may discontinue its book-entry services with respect to the Series Bonds at any time by giving notice to the Agency and discharging its responsibilities with respect thereto under applicable law. Under those circumstances, the Series Bonds are required to be delivered as described in the 2018/2019 Series Resolutions. The Beneficial Owner, upon registration of those Series Bonds held in the Beneficial Owner’s name, will become the Bondowner.

The Agency may determine to discontinue the system of book entry transfers through DTC (or a successor securities depository) for the Series Bonds. In that event, the Series Bonds are to be delivered as described in the 2018/2019 Series Resolutions.

**APPENDIX F**  
**FORM OF OPINION OF BOND COUNSEL**

[to be dated the date of issuance of the Series Bonds]

\_\_\_\_\_, 2019

Minnesota Housing Finance Agency  
St. Paul, Minnesota 55101

Re: Minnesota Housing Finance Agency  
Homeownership Finance Bonds  
2019 Series A  
2019 Series B (Taxable)  
(Mortgage-Backed Securities Pass-Through Program)

Ladies and Gentlemen:

We have acted as bond counsel to the Minnesota Housing Finance Agency (the “Agency”) in connection with the authorization, issuance and delivery by the Agency of its Homeownership Finance Bonds, 2019 Series A (Mortgage-Backed Securities Pass-Through Program), in the aggregate principal amount of \$\_\_\_\_\_ (the “2019 Series C Bonds”), and its Homeownership Finance Bonds, 2019 Series B (Taxable) (Mortgage-Backed Securities Pass-Through Program), in the aggregate principal amount of \$\_\_\_\_\_ (the “2019 Series D Bonds” and, together with the 2019 Series C Bonds, the “2019 Series CD Bonds”), each series of which are issuable only as fully registered bonds.

The 2019 Series CD Bonds are dated, mature on the date, bear interest at the rates and are payable as provided in the Series Resolution referenced below. The 2019 Series CD Bonds are subject to optional and mandatory redemption prior to maturity, including redemption at par, as provided in the Series Resolution referenced below.

As bond counsel, we have examined certificates as to facts, estimates and circumstances and certified copies of resolutions and proceedings of the Agency and other documents we considered necessary as the basis for this opinion, including the Agency’s Bond Resolution adopted December 11, 2009, as amended and supplemented (the “Bond Resolution”), and each of the Series Resolutions relating to the 2019 Series CD Bonds adopted on July 26, 2018 and \_\_\_\_\_, 2019 (collectively, the “Series Resolutions”). As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Applicable federal tax law, including certain provisions of Sections 143 and 148 of the Internal Revenue Code of 1986, as amended (the “Code”), establishes certain requirements which must be met subsequent to the delivery of the 2019 Series C Bonds in order that interest on the 2019 Series C Bonds may be excluded from gross income for federal income tax purposes. The Agency has covenanted in the Bond Resolution and Series Resolution to comply with the requirements of applicable federal tax law and for such purpose to adopt and maintain appropriate procedures. In rendering this opinion, we have assumed compliance by the Agency with and enforcement by the Agency of the provisions of the Bond Resolution and Series Resolutions.

From such examination it is our opinion that, under state and federal laws, regulations, rulings and decisions in effect on the date hereof: (1) the Agency is a public body corporate and politic, having no taxing power, duly organized and existing under Minnesota Statutes, Chapter 462A, as amended; (2) the Bond Resolution and Series Resolutions have been duly and validly adopted by the Agency and are valid and binding upon it in accordance with their terms, and create the valid pledge and security interest they purport to create with respect to the Program Obligations, Investment Obligations, Revenues, moneys and other assets held and to be set aside under the Bond Resolution and Series Resolutions; (3) the 2019 Series CD Bonds are duly and lawfully authorized to be



issued and are valid and binding general obligations of the Agency in accordance with their terms, entitled to the benefits granted by and secured by the covenants contained in the Bond Resolution and Series Resolutions, and are further secured by the pledge of the full faith and credit of the Agency, and are payable out of any of its moneys, assets or revenues, subject to the provisions of other resolutions or indentures now or hereafter pledging and appropriating particular moneys, assets, or revenues to other bonds or notes, or state laws appropriating particular funds for a specified purpose, but the State of Minnesota is not liable thereon and the 2019 Series CD Bonds are not a debt of the State; (4) the interest payable on the 2019 Series C Bonds is not includable in gross income of owners thereof for federal income tax purposes or in taxable net income of individuals, trusts and estates for State of Minnesota income tax purposes, but such interest is includable in the income of corporations and financial institutions for purposes of the Minnesota franchise tax; (5) the interest payable on the 2019 Series D Bonds is includable in gross income of owners thereof for federal income tax purposes, in taxable net income of individuals, trusts and estates for State of Minnesota income tax purposes and in the income of corporations and financial institutions for purposes of the Minnesota franchise tax; and (6) the 2019 Series D Bonds will not be treated as a taxable mortgage pool within the meaning of Section 7701(i) of the Code.

Interest on the 2019 Series C Bonds will not be treated as an item of tax preference in calculating the alternative minimum tax imposed under the Code with respect to individuals. Interest on the 2019 Series C Bonds will not be treated as an item of tax preference for purposes of calculating the Minnesota alternative minimum tax imposed on individuals, trusts and estates. We express no opinion regarding other federal, state or local tax consequences arising from the ownership or disposition of the 2019 Series CD Bonds. All owners of 2019 Series CD Bonds (including, but not limited to, insurance companies, financial institutions, Subchapter S corporations, United States branches of foreign corporations and recipients of social security and railroad retirement benefits) should consult their tax advisors concerning other possible indirect tax consequences of owning and disposing of the 2019 Series CD Bonds.

The opinions expressed above are qualified only to the extent that the enforceability of the 2019 Series CD Bonds and the Bond Resolution and Series Resolutions are subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully yours,

**APPENDIX G**  
**IDENTIFICATION OF 2019CD PROGRAM SECURITIES**

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\*Preliminary; subject to change.

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## **APPENDIX H**

### **MINIMUM CUMULATIVE REDEMPTION OF SERIES BONDS**

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\*Preliminary; subject to change.

Note: Amounts are based on the assumption that there are no prepayments of principal of the Program Loans backing the 2019CD Program Securities for the life of those Program Loans.

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## RESOLUTION NO. MHFA 19-018

### RESOLUTION AUTHORIZING ISSUANCE AND SALE OF MINNESOTA HOUSING FINANCE AGENCY HOMEOWNERSHIP FINANCE BONDS, 2019/2020 SERIES

BE IT RESOLVED BY THE MINNESOTA HOUSING FINANCE AGENCY:

Section 1. Authorization.

(A) General Provisions. By Resolution No. MHFA 09-71, adopted December 11, 2009 (together with any amendments or supplements heretofore or hereafter adopted from time to time as permitted therein, the “Bond Resolution”), the Agency has provided the terms and conditions for the issuance and has established covenants and agreements for the security of its Homeownership Finance Bonds to be issued for the purpose of facilitating the Program, including, among other things, the financing of Homes for persons of low and moderate income through the purchase of Program Securities backed by pools of Program Loans made to qualified persons and families by qualified lending institutions pursuant to the Act. Terms used but not defined in this resolution have the meanings given those terms in the Bond Resolution.

This resolution (this “Series Resolution”) is adopted pursuant to Section 2.5 of the Bond Resolution to authorize the issuance and sale and establish the terms and provisions of one or more Series of Bonds of the Agency in the aggregate principal amount to be determined pursuant to the terms of Section 2(D) of this Series Resolution. The first two Series of Bonds may be designated as “Homeownership Finance Bonds, 2019 Series C (Mortgage-Backed Securities Pass-Through Program)” (the “2019 Series C Bonds”) and “Homeownership Finance Bonds, 2019 Series D (Mortgage-Backed Securities Pass-Through Program) (Taxable)” (the “2019 Series D Bonds” and, together with the 2019 Series C Bonds, the “2019 Series CD Bonds”); an Authorized Officer may revise those designations as may be applicable to the final terms of the 2019 Series CD Bonds. Additional Series of Bonds issued pursuant to this Series Resolution will be designated “Homeownership Finance Bonds, [2019][2020] Series ( ),” adding “(Mortgage-Backed Securities Pass-Through Program)” and “(Taxable)” as applicable and completing the blank with an uppercase letter as appropriate for the order of that issuance. The maximum aggregate principal amount of all Series of Bonds issued pursuant to this Series Resolution may not exceed \$300,000,000; the number of Series of Bonds and their corresponding principal amounts will be as determined by an Authorized Officer pursuant to Section 12 of this Series Resolution, and as set out in the Agency Certificate, or Agency Certificates, as the case may be, delivered pursuant to Section 8(A) of this Series Resolution. All Series of Bonds issued pursuant to this Series Resolution are the “Series Bonds”; Series Bonds may not be issued pursuant to this Series Resolution after December 31, 2020.

(B) Certain Definitions. In addition to terms otherwise defined in the Bond Resolution or elsewhere in this Series Resolution, for purposes of this Series Resolution, unless a different meaning clearly appears from the context, the following terms have the following respective meanings:

“*Business Day*” means any day other than a Saturday, Sunday or legal holiday in the State (a) on which banks in the City of New York, New York and in the cities in which the respective principal offices of the Trustee and any Paying Agent are located are not required or authorized by law to be closed, (b) on which the New York Stock

Exchange is open, and (c) on which DTC or any successor Bond Depository for the Series Bonds is open.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*DTC*” means The Depository Trust Company, of New York, New York.

“*New Money Tax-Exempt Series Bonds*” means any Tax-Exempt Series Bonds the sale proceeds of which are intended for the purpose of purchasing Program Securities.

“*Regulations*” means the Income Tax Regulations of the United States Department of Treasury.

“*Tax-Exempt Series Bonds*” means any Series Bonds intended to be bonds the interest on which is excludable from gross income for federal income tax purposes.

## Section 2. Authorization of Series Bonds.

(A) Purposes. It is determined to be in the best interests of the Agency to issue the Series Bonds for the purpose of providing funds to be used, along with certain additional funds of the Agency, for the purpose of (i) the purchase of Program Securities, or participations therein, backed by pools of Program Loans that constitute qualified Program Loans in accordance with the provisions of Sections 10 and 11 of this Series Resolution, the Series Program Determinations made for the Series Bonds in Section 7 of this Series Resolution, and, in the case of any Series Bond Program Securities relating to Tax-Exempt Series Bonds, Section 143 of the Code and (ii) refunding, on the date or dates to be determined by the Agency, certain outstanding obligations of the Agency to be listed in the Agency Certificate delivered pursuant to Section 8(A) of this Series Resolution (the “Refunded Bonds”), and the deposit of certain transferred assets and transferred Program Securities (or participations therein) (the “Transferred Program Securities”), and certain “transferred,” “replacement” and sale proceeds, that will become allocable to the Series Bonds upon the refunding of the Refunded Bonds, together with certain contributed funds of the Agency, if any, into the Funds and Accounts set forth in Section 9 of this Series Resolution to be expended for the Program.

(B) Single Issue. Pursuant to the provisions of Section 1.150-1(c)(1) of the Income Tax Regulations (the “Regulations”), the Agency will treat any Tax-Exempt Series Bonds sold by the Agency less than fifteen days apart from the sale date of any other Tax-Exempt Series Bonds as a single issue of bonds.

(C) Pledge. The pledge made in the Bond Resolution with respect to all Revenues, Program Obligations, money, securities and Funds and Accounts therein defined and created, and all covenants and agreements made by the Agency therein, are made and granted for the equal benefit, protection and security of the Owners of all Bonds issued and to be issued thereunder, including the Series Bonds, without preference, priority or distinction of one Bond over any other of any Series, as fully as though set out at length and resolved herein, except as otherwise expressly provided therein or in a Series Resolution.

(D) Approval of Contract of Purchase. The Agency will negotiate for the sale of each Series of the Series Bonds to RBC Capital Markets, LLC, Piper Jaffray & Co., J.P. Morgan Securities LLC and Wells Fargo Bank, National Association (collectively, the “Underwriters”).

Any Authorized Officer is hereby authorized to approve the final terms of each Series of the Series Bonds, subject to the following parameters:

- (i) the principal amount of each Series of the Series Bonds; provided that the aggregate principal amount of the Series Bonds is not in excess of \$300,000,000;
- (ii) the date of issuance and the maturity schedule of each Series of the Series Bonds (including any Sinking Fund Installment schedule); provided that each Series of the Series Bonds (a) are issued by December 31, 2020 and (b) mature at any time or times in the amount or amounts not later than 32 years from the date of issuance thereof;
- (iii) the interest rates borne by each Series of the Series Bonds; provided that the yield on each Series of the Series Bonds does not exceed 5.50 percent per annum; and
- (iv) the fee or other compensation payable to the Underwriters; provided that the fee or other compensation for each Series of the Series Bonds does not exceed 1.00 percent of the principal amount of that Series of Series Bonds.

That approval will be conclusively evidenced by the execution of one or more contracts of purchase (each a "Purchase Contract") with the Underwriters by an Authorized Officer. The Agency has received and examined the general form of the Purchase Contract which will set forth the terms and conditions upon which the Underwriters will purchase the Series Bonds from the Agency. The Purchase Contract is hereby approved substantially in the form submitted and an Authorized Officer is authorized and directed to execute Purchase Contracts on behalf of the Agency with those revisions, consistent with the foregoing parameters, as may be required or approved by counsel for the Agency and the Authorized Officer of the Agency executing the same. The final terms of the related Series of the Series Bonds, including any redemption provisions and the purchase price of that Series of the Series Bonds, will be set forth in the Agency Certificate(s) delivered pursuant to Section 8(A)(5) of this Series Resolution.

(E) Official Statement. The Agency has also received and examined a draft of the Preliminary Official Statement relating to the 2019 Series CD Bonds, to be dated the date of distribution thereof, containing information relating to the Agency and the 2019 Series CD Bonds, and hereby approves and ratifies the use thereof by the Underwriters. An Authorized Officer is hereby authorized to approve any Preliminary Official Statements in substantially similar form to be used by the Underwriters in connection with any additional Series of the Series Bonds authorized by this Series Resolution. Final Official Statements, substantially in the form of the related Preliminary Official Statement except for revisions required or approved by counsel for the Agency and an Authorized Officer, and insertion of the terms of the related Series Bonds as provided in the related Purchase Contract, are approved and authorized to be signed by an Authorized Officer, and furnished to the Underwriters for distribution to investors.

(F) Approval of Continuing Disclosure Undertaking. The Agency has also received and examined the form of a Continuing Disclosure Undertaking relating to the Series Bonds, wherein the Agency will covenant for the benefit of the Owners and the beneficial owners of the Series Bonds to provide annually certain financial information and operating data relating to the Agency and to provide notices of the occurrence of certain enumerated events. The Continuing Disclosure Undertaking is approved substantially in the form submitted and a Continuing Disclosure Undertaking is authorized to be signed on behalf of the Agency by an Authorized

Officer for each Series of Series Bonds, with those revisions as may be required or approved by counsel for the Agency and the Authorized Officer of the Agency executing the same.

Section 3. Form of Series Bonds. Each Series of the Series Bonds will be prepared in substantially the form appearing as Exhibit A hereto (which is hereby incorporated herein and made a part hereof), with those additions, deletions or modifications as are permitted or required by the Bond Resolution or this Series Resolution.

Section 4. Terms.

(A) Issue and Interest Payment Dates; Denominations; Manner of Payment; Execution and Delivery. The Series Bonds will be dated, as originally issued, as of the date of original delivery thereof. The Series Bonds will be issued as fully registered Bonds in denominations as set forth in the related Agency Certificate delivered pursuant to Section 8(A)(5) of this Series Resolution. Interest will accrue on the outstanding principal amount of the Series Bonds in the manner as set forth in the related Agency Certificate delivered pursuant to Section 8(A)(5) of this Series Resolution, and be paid on the dates as set forth in that Agency Certificate (the Interest Payment Dates for those Series Bonds). Interest will be computed on the basis of a 360-day year composed of twelve 30-day months. Interest on the Series Bonds will be paid by check or draft mailed to the Owners as shown on the registration books of the Agency maintained by the Trustee on the 15th day of the calendar month immediately preceding the Interest Payment Date (the "Record Date") or, upon the written request of an Owner of Series Bonds of a Series in an aggregate principal amount of at least \$100,000, in form satisfactory to the Trustee, by wire transfer on each Interest Payment Date from the Trustee to a domestic bank or trust company designated by the Owner; provided, however, that so long as all of the outstanding Series Bonds are registered in the name of DTC or its designee, or other Bond Depository, payment will be made in accordance with the operational arrangements of DTC or its designee, or other Bond Depository, as agreed to by the Agency. The principal of and any redemption premium on the Series Bonds will be payable at the Corporate Trust Office of the Trustee upon presentation and surrender of the Series Bonds on or after the date of maturity or redemption thereof; provided, however, that so long as all outstanding Series Bonds are registered in the name of DTC or its designee, or other Bond Depository, DTC or that other Bond Depository may, in its discretion, make a notation on any Series Bond indicating the date and amount of any reduction of principal except in the case of final maturity or payment in full, in which case the Series Bonds must be surrendered to the Trustee for payment. The Series Bonds will be executed in the manner provided in Article III of the Bond Resolution by the facsimile signatures of the Chair and Commissioner of the Agency. Each Series Bond will be authenticated by the Trustee by the manual signature of its authorized representative on the Trustee's Certificate of Authentication on each Series Bond, attesting that it is delivered pursuant to the Bond Resolution and this Series Resolution, and will be delivered to the Underwriters upon compliance with the conditions set forth in Section 8 of this Series Resolution.

(B) Maturities, Interest Rates and Redemption. The Series Bonds will mature on the date or dates and in the principal amounts and will bear interest at the rate or rates per annum as set forth in the Agency Certificate(s) delivered pursuant to Section 8(A)(5) of this Series Resolution, all subject to the limitations in Section 2(D) of this Series Resolution.

The Series Bonds may be subject to mandatory and optional redemption, if any, as set forth in the Agency Certificate(s) delivered pursuant to Section 8(A)(5) of this Series Resolution.



(C) Manner of Redemption.

(i) Mandatory Redemption. Notice of the date or amount of any mandatory redemption of any Series Bond redemption will be given to any Bondowner as set forth in the related Agency Certificate delivered pursuant to Section 8(A)(5) of this Series Resolution.

If Series Bonds are to be redeemed in part upon any mandatory redemption, each of the Series Bonds then outstanding will be redeemed as set forth in the related Agency Certificate delivered pursuant to Section 8(A)(5) of this Series Resolution.

(ii) Optional Redemption. Notice of any optional redemption of Series Bonds will be mailed, by first class mail, postage prepaid, to the last address on the registry books of the Owners of those Series Bonds, or, if all Outstanding Series Bonds are registered in the name of DTC or its designee, or other Bond Depository, the Trustee must give notice to the Bond Depository in accordance with its operational arrangements, in each case not less than 30 days before the optional redemption date. Upon an optional redemption of the Series Bonds, the principal amount of the Series Bonds to be redeemed will be selected by an Authorized Officer and certified to the Trustee on behalf of the Agency in accordance with the provisions of Article V of the Bond Resolution and this Series Resolution. Upon redemption of any of the Series Bonds that are Term Bonds (other than through sinking fund installments), an Authorized Officer will also determine and certify to the Trustee the years in which and the amounts by which the Sinking Fund Installments, if any, referred to in the related Agency Certificate delivered pursuant to Section 8(A)(5) of this Series Resolution are to be reduced, in the manner that the aggregate reduction equals the aggregate principal amount of the Series Bonds so redeemed.

If less than all Series Bonds are to be optionally redeemed, the Series Bonds to be optionally redeemed will be selected (i) as DTC determines under DTC's current operational arrangements, or (ii) if the Series Bonds are held under the name of another Bond Depository, under the operational arrangements of that Bond Depository. All actions of the Agency and the Trustee in the redemption of Series Bonds must conform to the provisions of Article V of the Bond Resolution and this Series Resolution.

Section 5. [Reserved].

Section 6. Bond Depository.

(A) Definitions. For purposes of this Section 6, the following terms have the following meanings:

“*Beneficial Owner*” means, whenever used with respect to a Series Bond, the Person in whose name that Series Bond is recorded as the beneficial owner of that Series Bond by a Participant on the records of that Participant, or that Person's subrogee.

“*Cede & Co.*” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series Bonds.

“*Participant*” means any broker-dealer, bank or other financial institution for which DTC holds Series Bonds as Bond Depository.

(B) General Provisions. The Series Bonds of each Series will be initially issued as separately authenticated fully registered bonds, and one Series Bond will be issued in the principal amount of each Series and stated maturity of those Series Bonds. Upon initial issuance, the ownership of those Series Bonds will be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Trustee and the Agency may treat DTC (or its nominee) as the sole and exclusive owner of the Series Bonds registered in its name for the purposes of payment of the principal of, premium, if any, and interest on the Series Bonds, selecting the Series Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to Owners of Series Bonds under the Bond Resolution or this Series Resolution, registering the transfer of Series Bonds, and for all other purposes whatsoever, and neither the Trustee nor the Agency will be affected by any notice to the contrary. Neither the Trustee nor the Agency will have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Series Bonds under or through DTC or any Participant, or any other Person that is not shown on the bond register as being an Owner of any Series Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of, premium, if any, and interest on the Series Bonds, with respect to any notice that is permitted or required to be given to owners of Series Bonds under the Bond Resolution or this Series Resolution, with respect to the selection by DTC or any Participant of any Person to receive payment in the event of a partial redemption of the Series Bonds, or with respect to any consent given or other action taken by DTC as Owner of the Series Bonds. So long as any Series Bond is registered in the name of Cede & Co., as nominee of DTC, the Trustee will pay all principal of, premium, if any, and interest on that Series Bond, and will give all notices with respect to that Series Bond, only to Cede & Co. in accordance with DTC’s Operational Arrangements, and all those payments will be valid and effective to fully satisfy and discharge the Agency’s obligations with respect thereto to the extent of the sum or sums so paid. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series Bonds will be transferable to that new nominee in accordance with Subsection (D) of this Section 6.

(C) Discontinuation of Book-Entry System. In the event the Agency determines to discontinue the book-entry system for the Series Bonds or any Series thereof, the Agency may notify DTC and the Trustee, whereupon DTC will notify the Participants of the availability through DTC of Series Bonds in the form of certificates. In that event, unless a new Bond Depository is appointed by the Agency, the Series Bonds of that Series will be transferable in accordance with Subsection (D) of this Section 6. DTC may determine to discontinue providing its services with respect to the Series Bonds or one or more Series thereof at any time by giving notice to the Agency and the Trustee and discharging its responsibilities with respect thereto under applicable law. In that event, unless a new Bond Depository is appointed by the Agency, the Series Bonds of that Series will be transferable in accordance with Subsection (D) of this Section 6.

(D) Transfer and Exchange. In the event that any transfer or exchange of Series Bonds is permitted under Subsection (B) or (C) of this Section 6, that transfer or exchange will be accomplished upon receipt by the Trustee of the Series Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of the Bond Resolution and this Series Resolution. In the event Series Bonds of a Series in the form of certificates are issued to Owners other than Cede & Co., its successor as nominee for

DTC as Owner of all those Series Bonds, or another Bond Depository as Owner of all those Series Bonds, the provisions of the Bond Resolution and this Series Resolution will apply to all matters relating thereto, including, without limitation, the preparation of those Series Bonds in the form of bond certificates, the method of payment of principal of, redemption premium, if any, and interest on those Series Bonds and the method of giving notice of redemption and other events.

Section 7. Series Program Determinations for the Series Bonds; Covenants.

(A) Definitions. As used in this Section 7 and in Sections 9 and 11 of this Series Resolution, the following terms have the following respective meanings:

*Delivery Period:* If all Program Securities allocable to a Series of Bonds will not be purchased on the date of issuance of that Series of Bonds, the period of time identified for the purchase of Program Securities from the Master Servicer. The entire Delivery Period, if any, will be as set forth in the Agency Certificate(s) delivered pursuant to Section 8(A) of the Series Resolution, unless extended by the Agency pursuant to Section 7(C) of the Series Resolution; provided the Delivery Period may not be extended beyond the date named in the related Agency Certificate(s) delivered pursuant to Section 8(A) of the Series Resolution, provided that the date is not greater than 42 months from the date of issue of the Series Bonds.

*Master Servicer:* The Person designated as servicer under the Master Servicing Agreement, and its successors or assigns, or any substitute servicer designated by the Agency in accordance with the Master Servicing Agreement.

*Master Servicing Agreement:* The Servicing Agreement, dated as of October 17, 2013, between the Agency and U.S. Bank National Association, as Master Servicer, as the same has been or may be amended from time to time, or any agreement executed by the Agency replacing that agreement.

*Mortgagor:* The obligor or joint obligors on a Program Loan backing a Transferred Program Security or a Series Bond Program Security.

*Participation Agreements:* One or more of the Participation Agreements, as amended or supplemented from time to time, applicable to the origination of Program Loans under the Program between the Lender and the Agency or the Master Servicer.

*Series Bond Program Security:* Program Securities, or a participation interest in a Program Security, financed by and relating to a particular Series of Series Bonds.

*Transferred Program Security:* A Program Security, or participation interest in a Program Security, allocable to a particular Series of Series Bonds after the refunding of certain Refunded Bonds financed with amounts on deposit in the related Acquisition Account, and bearing interest at a rate equal to the stated interest rate on the corresponding pooled Program Loans less the applicable servicing fee and guaranty fee.

(B) Requirements for Transferred Program Securities and Series Bond Program Securities. The Series Bonds that are not Tax-Exempt Series Bonds are not intended to be bonds the interest on which is excludable from gross income for federal income tax purposes.

The Agency represents that the Transferred Program Securities, or the participations therein, relating to any Series Bonds (1) are backed by Program Loans that are in compliance with the Act and the Program, (2) comply with the requirements set forth in the Master Servicing Agreement as in effect at the time the Transferred Program Securities were purchased by the Agency, which provisions will constitute the Series Program Determinations with respect to those Transferred Program Securities, and (3) in the case of Transferred Program Securities allocated to Tax-Exempt Series Bonds, are backed by Program Loans that are in compliance with the Code.

The Agency further represents that the Series Bond Program Securities, or the participations therein, (1) are backed by Program Loans that are in compliance with the Act and the Program, (2) comply with the requirements of the Agency's Mortgage Loan Program Procedural Manual: MBS, the Participation Agreements and the Master Servicing Agreement, (3) in the case of Series Bond Program Securities relating to Tax-Exempt Series Bonds, meet the requirements set forth in Sections 10(B) and 11(B-J and L) hereof and (4) are backed by Program Loans that are in compliance with the Code.

A Transferred Program Security or a Series Bond Program Security may include a participation in a Program Security financed from different sources of funds of the Agency, so long as the interest of each has equal priority as to lien in proportion to the amount of the Transferred Program Security or Series Bond Program Security secured, but those interests need not be equal as to interest rate.

(C) Acquisition of Series Bond Program Securities. (i) For any Series Bonds designated as Mortgage-Backed Securities Pass-Through Program, prior to the issuance of those Series Bonds, the Master Servicer must have acquired Program Loans from Lenders and pooled the Program Loans into Series Bond Program Securities as provided in the Master Servicing Agreement, and (ii) for any Series Bonds not designated as Mortgage-Backed Securities Pass-Through Program, during the Delivery Period for each issuance of a Series or Series of Series Bonds, the Master Servicer will acquire Program Loans from Lenders and pool the Program Loans into 2018/2019 Series Program Securities as provided in the Master Servicing Agreement. In each case, the Trustee will disburse moneys from the related Series Bond Acquisition Account for the acquisition of Series Bond Program Securities pursuant to the Master Servicing Agreement and this Subsection (C). The Trustee will pay the Master Servicer an amount equal to the percentage of the principal amount of each Series Bond Program Security acquired from the Master Servicer that is approved by an Authorized Officer, plus applicable fees or charges payable to a Federal Mortgage Agency and not paid by the Mortgagor, plus accrued interest, if any.

For any Series Bonds with a Delivery Period, the Agency may at any time transfer any proceeds of the Series Bonds in the related Series Bond Acquisition Account to the Series Bond Account in the Bond Redemption Fund to be applied to the redemption of Series Bonds. In addition, the Agency will transfer any remaining proceeds of the Series Bonds in the related Series Bond Acquisition Account to the Bond Redemption Fund to be applied to the redemption of Series Bonds at the end of the Delivery Period; provided that the Agency may (instead of redeeming Series Bonds from unexpended proceeds) extend the Delivery Period with respect to all or any portion of the unexpended amounts remaining in the Series Bond Acquisition Account, for the period or periods as the Agency determines consistent with the final sentence of this paragraph, but only if the Agency has delivered to the Trustee on or prior to the Business Day next preceding the date 30 days prior to the date of expiration of the then-current Delivery Period an Agency Certificate (i) designating the new ending dates for the Delivery Period, (ii) certifying that the Agency has received a Cash Flow Certificate and a Parity Certificate from an investment

banking firm, financial consulting firm or accounting firm, in each case nationally recognized with respect to the cash-flow analysis of qualified mortgage bonds, that shows that that extension will not adversely affect the availability of Revenues sufficient to make timely payment of principal of and interest on the Outstanding Bonds in the current and each subsequent Fiscal Year, and that at all times the assets of the Program will equal or exceed the liabilities of the Program, which Cash Flow Certificate and Parity Certificate must accompany the Agency Certificate; (iii) certifying that, to the extent necessary to satisfy the requirements of the Cash Flow Certificate and each Rating Agency then rating the Bonds, an Investment Obligation has been arranged for investment of amounts in the Series Bond Acquisition Account to a date not earlier than the ending date of the extended Delivery Period; (iv) designating the amount of any additional deposits required by the Cash Flow Certificate, the Parity Certificate and each Rating Agency then rating the Bonds to be made into funds held under the Resolution in connection with that extension, which deposits will be made on or before the date of expiration of the then-current Delivery Period and will be made only from the Agency's funds; and (v) certifying that the Agency has notified each Rating Agency then rating the Bonds that that extension is being planned and has provided copies of the Cash Flow Certificate and Parity Certificate to each Rating Agency then rating the Bonds, together with any other documentation as each Rating Agency then rating the Bonds may request, and has received written confirmation that the Rating of Outstanding Bonds will not be impaired by the extension of the Delivery Period. On any date or dates subsequent to any extension of the Delivery Period, the Agency may transfer any unexpended proceeds remaining in the Series Bond Acquisition Account to the related Series Bond Account in the Bond Redemption Fund to be applied to redemption of Series Bonds. At the end of the Delivery Period, including any extension thereof as provided in this Subsection (C), the Trustee will transfer all amounts remaining in the Series Bond Acquisition Account to the related Series Bond Account in the Bond Redemption Fund to be applied to the redemption of Series Bonds. The Delivery Period may not be extended pursuant to this Subsection (C) beyond the dates set forth in the definition in Subsection (A) of this Section 7.

(D) Information To Be Furnished. The Trustee will furnish information concerning the Series Bonds and the Program to each Rating Agency upon reasonable request thereof.

#### Section 8. Conditions Precedent to Issuance.

(A) Documents Furnished to Trustee. Prior to each delivery of Series Bonds an Authorized Officer will cause to be furnished to the Trustee, unless previously furnished, the following items as required by Sections 2.5 and 2.6 of the Bond Resolution:

- (1) Certified copies of the Bond Resolution and this Series Resolution.
- (2) An Opinion of Counsel to the Agency required by Section 2.5(3) of the Bond Resolution.
- (3) The Opinion of Bond Counsel required by Section 2.5(2) of the Bond Resolution.
- (4) The Counsel's Opinion required by Section 2.5(4) of the Bond Resolution.
- (5) An Agency Certificate (i) setting forth the final terms of the Series Bonds not expressly specified herein, including maturity dates, interest rates, Sinking Fund Installments, if any, other redemption provisions, the initial interest payment date and

volume cap allocation, (ii) requesting the Trustee to authenticate the Series Bonds, and deliver them to the Underwriters upon payment of the purchase price set forth in the Certificate, (iii) certifying that the Agency is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Bond Resolution, (iv) setting forth the amount of the proceeds of the Series Bonds and other funds to be deposited with the Trustee pursuant to Section 4.1 of the Bond Resolution and the Funds and Accounts into which deposits should be made, (v) stating that the issuance of the Series Bonds will have no adverse material effect on the ability of the Agency to pay the Debt Service on the Bonds then Outstanding and (vi) setting forth the Refunded Bonds, if any, to be refunded with proceeds of the Series Bonds.

(6) An Agency Certificate, including a Cash Flow Certificate, as required by Section 2.5(6) of the Bond Resolution and any information required to be filed with the Trustee upon deposit of amounts in an Acquisition Account pursuant to Section 4.4 of the Bond Resolution.

(7) Written confirmation from each Rating Agency then rating the Bonds that the issuance of the Series Bonds will not impair the then-existing Rating on the Bonds.

(8) Evidence that the Agency has given irrevocable instructions of the redemption of all the Refunded Bonds and the redemption dates, if any, upon which those Refunded Bonds are to be redeemed, to the Trustee or to the owners of those Refunded Bonds, or the trustee for those owners, as applicable.

(9) Evidence that money in an amount sufficient to effect payment of the applicable redemption price or amount payable upon maturity of the Refunded Bonds has been deposited with the Trustee in accordance with the Bond Resolution, or has been received by the owners of those Refunded Bonds, or the trustee for those owners, in accordance with the resolution of the Agency whereby those Refunded Bonds were issued, as applicable.

(10) An Opinion of Bond Counsel to the effect that issuance of the Series Bonds will not result in interest on the Refunded Bonds being included in gross income for federal income tax purposes.

(B) Certification by Trustee. Prior to each delivery of Series Bonds, the Agency will also receive from the Trustee a certificate stating that it has received the documents listed in Subsection (A).

(C) Program Securities. Prior to each delivery of Series Bonds designated as Mortgage-Backed Securities Pass-Through Program, Transferred Program Securities and/or Series Bond Program Securities in an aggregate principal amount equal to or greater than the aggregate principal amount of those Series Bonds and to constitute the Transferred Program Securities or Series Bond Program Securities, as applicable, for those Series of Bonds must be identified by the Agency in a manner acceptable to the Trustee.

(D) Documents Required by the Purchase Contract. Prior to each delivery of Series Bonds, an Authorized Officer is authorized to furnish to the Underwriters each of the certificates, opinions and other documents required by the related Purchase Contract.

(E) Certification Under Applicable Federal Tax Law. In connection with the issuance of any Tax-Exempt Series Bonds, an Authorized Officer is also authorized and directed, on the date of delivery of those Tax-Exempt Series Bonds, to prepare and execute a certificate on behalf of the Agency, setting forth in brief and summary terms the facts, estimates and circumstances on the basis of which the Agency reasonably expects that the proceeds of those Tax-Exempt Series Bonds will be used in a manner that would not cause those Tax-Exempt Series Bonds to be arbitrage bonds under applicable federal tax law, and on the basis of which those Tax-Exempt Series Bonds will be “qualified mortgage bonds” under the provisions of applicable federal tax law.

(F) Delivery. Upon fulfillment of the above conditions an Authorized Officer will direct the Trustee to authenticate and deliver the Series Bonds as provided in the related Purchase Contract upon receipt by the Trustee of the purchase price to be paid by the Underwriters under that Purchase Contract.

#### Section 9. Deposit of Bond Proceeds and Other Funds; Investment Obligations.

(A) Series Bond Accounts. Within the Acquisition Account, the Revenue Fund, the Bond Fund Interest Account, the Bond Fund Principal Account and the Bond Redemption Fund, as applicable, the Trustee will maintain Accounts for each Series of Series Bonds, as directed in the related Agency Certificate delivered pursuant to Section 8(A)(5) of this Series Resolution, for the purpose of receiving the proceeds of the related Series Bonds and other amounts directed by this Series Resolution to be deposited therein and the related Transferred Program Securities, Series Bond Program Securities or Investment Obligations purchased therefrom or allocated thereto and the prepayments and other receipts from those Transferred Program Securities, Series Bond Program Securities and Investment Obligations, and the Revenues received with respect thereto. In addition, the Trustee will establish Cost of Issuance Accounts for the Series Bonds.

(B) Deposits of Funds. The proceeds of the Series Bonds and the funds of the Agency will be deposited by the Trustee into the Accounts established pursuant to Section 9(A), as set forth in the related Agency Certificate delivered pursuant to Section 8(A)(5) of this Series Resolution.

(C) Investment Agreements. If deemed advantageous, an Authorized Officer is authorized to negotiate and execute one or more investment agreements for the investment of all or a portion of the proceeds of the Series Bonds and other funds of the Agency related thereto.

(D) Application of Series Bond Accounts in the Bond Fund Interest Account. Moneys on deposit in the Account for each Series of the Series Bonds in the Bond Fund Interest Account will be applied to pay interest on the related Series Bonds on the initial Interest Payment Date, and, as applicable, each Interest Payment Date through and including the first Interest Payment Date after the end of the Delivery Period, for those Series Bonds to the extent sufficient moneys are not available in the Account for those Series Bonds in the Revenue Fund to enable the Trustee to make the transfers from the Account for that Series of Series Bonds in the Revenue Fund as provided in Sections 4.5(B) of the Bond Resolution and, if necessary, to pay accrued interest on the related Series Bond Program Securities.

Any amounts remaining in the Account in the Bond Fund Interest Account relating to a particular Series of Series Bonds after the payment of interest on the related Series Bonds on the related initial Interest Payment Date, or, as applicable, the first Interest Payment Date after the end of the Delivery Period, will be transferred as provided in the related Agency Certificate delivered pursuant to Section 8(A)(5) of this Series Resolution.

Section 10. Tax Covenant and Restrictions Relating to Tax-Exempt Series Bonds.

(A) General Tax Covenant. The Agency covenants that it will at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Agency on any Tax-Exempt Series Bonds will remain excludable from gross income for purposes of federal income taxation, and that no part of the proceeds of those Tax-Exempt Series Bonds will at any time be used directly or indirectly to acquire securities or obligations the acquisition of which, from the funds used for that purpose, if reasonably anticipated on the date of issuance of those Tax-Exempt Series Bonds, would have caused those Tax-Exempt Series Bonds to be arbitrage bonds, unless that acquisition is at the time permitted by applicable federal tax law and the Treasury Regulations thereunder, as then in effect. The Agency will at all times do and perform all acts and things permitted by law and the Bond Resolution and necessary or desirable in order to assure that the proceeds of those Tax-Exempt Series Bonds and the Revenues attributable thereto, will be used in a manner consistent with the provisions of applicable federal tax law so that the interest on those Tax-Exempt Series Bonds will be excludable from gross income for federal income tax purposes.

(B) Qualified Program Loans. The covenants and restrictions set forth in Section 11 of this Series Resolution will apply to each Program Loan purchased by the Master Servicer for inclusion in a Series Bond Program Security financed in whole or in part from the proceeds of any Tax-Exempt Series Bonds. The Agency retains the right to impose covenants with respect to Program Loans, Homes and Mortgages more restrictive than those imposed by applicable federal tax law.

(C) Amendments. Any particular covenant or restriction set forth in Sections 10 and 11 of this Series Resolution, other than the covenant in Subsection (A) of this Section 10, will apply only to the extent that the same is necessary to implement the provisions of applicable federal tax law to assure that the interest to be paid on the Tax-Exempt Series Bonds will be and remain excluded from gross income for purposes of federal income taxation. If and to the extent that applicable federal tax law is amended or supplemented, and the Agency determines on the advice of counsel that the effect thereof is to add to, delete from or change the restrictions and limitations contained in applicable federal tax law or the Agency's interpretation thereof, any provision of Section 10 and 11 of this Series Resolution may be amended or supplemented to conform to applicable federal tax law as then in effect, without the consent of the Trustee or Bondowners, as contemplated in Section 9.1(B)(6) of the Bond Resolution.

Section 11. Compliance with Applicable Federal Tax Law Relating to Tax-Exempt Series Bonds.

(A) Code Provisions. The Agency determines that Section 143 of the Code is applicable to any Tax-Exempt Series Bonds as a "qualified mortgage issue." Under Section 143(a), a "qualified mortgage bond" is one issued as part of a qualified mortgage issue, all proceeds of which, exclusive of issuance costs and a reasonably required reserve, are to be used to finance owner-occupied residences, and which meets the requirements of subsections (c) through (i), inclusive, and (m)(7), of Section 143.



(B) Mortgage Eligibility Requirements: Good Faith and Corrective Action. Actions to assure compliance with the requirements of applicable federal tax law relating to the Tax-Exempt Series Bonds are set forth in Subsections (C) through (L) of this Section 11. As to the mortgage eligibility requirements of applicable federal tax law as set forth in subsections (c) through (f), and (i), of Section 143 of the Code, the Agency and its staff have attempted, and will in good faith attempt, to meet, or cause the Master Servicer to meet, all of them before each Mortgage is executed, and to assure that 95 percent or more of the proceeds of any Tax-Exempt Series Bonds devoted, directly or indirectly, to owner financing are devoted to residences with respect to which, at the time the Mortgages were or are executed, all those requirements were or are met, and that any failure to meet those requirements will be corrected within a reasonable period after the failure is first discovered, if necessary by accelerating or selling the Program Loan or replacing it with a qualifying Program Loan. Certifications and warranties of Mortgagors, Lenders and the Master Servicer and provisions of the Mortgages and related promissory notes designed for this purpose are set forth in the Agency's Mortgage Loan Program Procedural Manual: MBS, the Participation Agreements and the Master Servicing Agreement. As to the arbitrage and recapture requirements of Sections 143 and 148 of the Code, the Agency and its staff will in good faith attempt to meet all those requirements for any Tax-Exempt Series Bonds and will take all reasonable steps to avoid failure due to inadvertent error.

(C) Residence. As provided in the Participation Agreements and the Master Servicing Agreement, each Program Loan purchased by the Master Servicer for inclusion in a Program Security to be financed in whole or in part from the proceeds of, or allocated to, any Tax-Exempt Series Bonds will have been made or will be made to finance the cost of construction of a new Home, or to finance the cost of acquisition, with or without rehabilitation or improvement, of an existing Home, or to finance the cost of rehabilitation or improvement of an existing Home owned by the Mortgagor located in Minnesota and containing not more than four dwelling units, which is or can reasonably be expected to become the principal residence of the Mortgagor as established by an affidavit secured by the Lender from the Mortgagor stating his or her intent so to occupy the Home not later than 60 days after final closing and thereafter to maintain it as his or her principal residence, and that no use will be made of the Home (or of the area occupied by the Mortgagor in the case of a two to four family Home) that would cause any Tax-Exempt Series Bond to meet the private business use tests of Section 141(b) of the Code, and that the Home is not to be used as an investment property or a recreational home.

(D) Three Year Prior Ownership. No Program Loan to be pooled in a Series Bond Program Security to be financed in whole or in part from the proceeds of, or allocated to, any Tax-Exempt Series Bonds will be purchased by the Master Servicer unless the originating Lender secures, or has secured, and retains an affidavit of the Mortgagor stating that he or she has not had a present ownership interest in a principal residence at any time during the three year period ending on the date when the Mortgage is executed, unless the Program Loan is made for a residence within a "targeted area," as defined in Section 143(h) of the Code and Section 6a.103A 2(b)(3) of the Regulations, or the Program Loan is made to a "veteran" borrower (as defined in 38 U.S.C. Section 101) who has not previously obtained mortgage loans financed by single family mortgage revenue bonds utilizing the veteran exception. In addition, except for Program Loans in targeted areas or to "veteran" borrowers, the Lender must secure, or must have secured, from the Mortgagor copies of the Mortgagor's federal tax returns that were filed with the Internal Revenue Service for the preceding three years (if due for these years), in order to ascertain and certify to the Agency whether the Mortgagor has claimed a deduction for taxes on property that was the Mortgagor's principal residence or for interest on a mortgage secured by that property. The Program Loan may not be purchased if either the Lender or the Master Servicer has reason to believe the affidavit to be false. Notwithstanding the preceding provisions of this Subsection (D)

of Section 11, a Program Loan may be made or purchased from the proceeds of, or allocated to, any Tax-Exempt Series Bonds, including by the Master Servicer to be pooled in a Series Bond Program Security, financing the rehabilitation of a Home owned by the Mortgagor, or the purchase of a Home rehabilitated by the seller, of which the Mortgagor is the first resident after the rehabilitation work is completed, provided that the Program Loan is or has been provided in connection with a “qualified rehabilitation” as defined in Section 143(k)(5) of the Code.

(E) Purchase Price. No Program Loan to be pooled in a Series Bond Program Security financed in whole or in part from the proceeds of, or allocated to, any Tax-Exempt Series Bonds will be purchased by the Master Servicer if the acquisition cost of the Home for which it is made exceeds 90 percent, or 110 percent if located in a targeted area as defined in Subsection (D) above, of the average area purchase price applicable to the Home as of the date of purchase or the date of financing commitment by the Lender, whichever is earlier, as established by average area purchase price limitations published by the Treasury Department for the statistical area in which the Home is located, or as established by the Agency pursuant to more accurate and comprehensive data available to the Agency. Acquisition cost will be determined in accordance with Section 6a.103A 2(b)(8) of the Regulations, including all cash and non-cash items deemed therein to be included under particular circumstances as a cost of acquiring a residence from the seller as a completed residential unit. The Lender must secure and retain, or file with the Master Servicer, affidavits from both the seller and the Mortgagor, establishing facts showing that the acquisition cost requirement has been met.

(F) Income Requirements. All Program Loans purchased by the Master Servicer to be pooled in a Series Bond Program Security financed in whole or in part from the proceeds of any Tax-Exempt Series Bonds must be made, or must have been made, to Mortgagors whose family income is 115 percent or less of the applicable median family income, except as otherwise permitted for targeted areas pursuant to Section 143(f)(3) of the Code or high housing cost areas pursuant to Section 143(f)(5) of the Code. The Lender must secure, or must have secured, and retain, or file with the Master Servicer, income information from available loan documents, as specified in Rev. Rul. 86-124, and an affidavit of the Mortgagor that the family income restrictions have been met. The family income limits will be adjusted for families of fewer than three individuals in accordance with Section 143(f)(6) of the Code.

(G) Volume Cap. The unused volume cap of the Agency for the issuance of qualified mortgage bonds is in excess of the principal amount of any New Money Tax-Exempt Series Bonds, together with the amount, if any, by which the issue price of those New Money Tax-Exempt Series Bonds exceeds the principal amount thereof. The Agency will apply the principal amount, and that portion of the issue price, of any New Money Tax-Exempt Series Bonds against that unused volume cap as set forth in the Agency Certificate delivered pursuant to Section 8(A)(5) of this Series Resolution.

(H) Placement in Targeted Areas. To the extent that at least 20 percent of the principal amount of the Series Bond Program Securities delivered on the date of issuance of and relating to any New Money Tax-Exempt Series Bonds does not represent Program Loans for Homes located in the “targeted areas” (as defined in Section 143(j) of the Code), the Agency will make available other funds of the Agency for the purchase of Program Loans in targeted areas upon substantially the same terms as the Program Loans backing the Series Bond Program Securities for a period of one year subsequent to the date of issuance of any New Money Tax-Exempt Series Bonds.

(I) Recapture of Federal Subsidy. The Agency will take all action necessary to comply with the requirements of Section 143(m) applicable to it, including particularly the requirements of Section 143(m)(7) and applicable Regulations, as well as the provisions of Rev. Rul. 91-3 and Revenue Procedure 91-8.

(J) Arbitrage. The Agency will take all actions as may be prescribed in the future by Regulations or rulings of the Internal Revenue Service applicable to any Tax Exempt Series Bonds to assure that the Tax Exempt Series Bonds will meet the requirements of Section 143(g) of the Code and Section 148 of the Code relating to arbitrage, to wit:

(1) The effective rate of interest on the portions of the Transferred Program Securities and Series Bond Program Securities allocated to the proceeds of any Tax Exempt Series Bonds may not exceed the yield of the related Tax Exempt Series Bonds, computed in accordance with Section 143(g)(2) of the Code and the Regulations, by more than one and one eighth percentage points.

(2) The Agency will pay or cause to be paid the rebate amount required by Section 148(f) of the Code and applicable Regulations, as provided in the Arbitrage Rebate Certificate to be executed by the Trustee and the Agency in conjunction with the issuance and delivery of any Tax Exempt Series Bonds.

(K) Special Requirements Relating to Use of Certain Amounts on Deposit in the Related Tax Exempt Series Bond Account in the Revenue Fund. The Agency will take all necessary action pursuant to Section 143(a)(2)(A) of the Code to ensure that scheduled repayments and prepayments of principal of Transferred Program Securities and Series Bond Program Securities relating to Tax Exempt Series Bonds are used to pay and redeem those Series Bonds in the amounts and within the time periods mandated by said Section 143(a)(2)(A); provided that the provisions of this Subsection (K) will not generally be applicable if (i) there is a change in the Code or Regulations, or notice or other announcement from the Treasury Department or Internal Revenue Service, that has the effect of removing the requirement for those redemptions of Tax Exempt Series Bonds or (ii) there is delivered to the Trustee an opinion of nationally recognized bond or tax counsel that failure to make those redemptions will not adversely affect the exclusion from federal gross income of interest on the Tax Exempt Series Bonds.

(L) New Mortgage and Assumption Requirements. None of the proceeds of any Tax-Exempt Series Bonds will be used, and none of the proceeds of the Refunded Bonds were used, to acquire or replace an existing mortgage, and all of the lendable proceeds of any Tax-Exempt Series Bonds will be used, and all of the lendable proceeds of the Refunded Bonds were used, to purchase Series Bond Program Securities backed by Program Loans made to persons who did not have a mortgage (whether or not paid off) on the Home securing the Program Loan at any time prior to the execution of the Mortgage, except in the cases of (i) a mortgage securing a construction period loan, (ii) a mortgage securing a bridge loan, or similar initial temporary financing having a term of 24 months or less, (iii) an existing mortgage in the case of a Program Loan for a qualified rehabilitation as described in Section 143(k)(5) of the Code and (iv) certain contract for deed arrangements as set forth in Section 143(i)(1) of the Code. The relevant instruments relating to each Program Loan and Mortgage purchased in whole or in part from the proceeds of any Tax-Exempt Series Bonds will contain a clause to the effect that the Program Loan will be due on sale of the Home unless assumption by the purchaser is consented to by the Agency, which consent will be given only if the Agency has determined that the requirements of Subsections (C), (D), (E) and (F) of this Section 11 are met with respect to that assumption. In

the event that those requirements are not met, notwithstanding that determination, the error will be corrected as provided in Subsection (B).

Section 12. Discretion of Authorized Officer. An Authorized Officer will determine the number and aggregate principal amount of each Series of the Series Bonds, subject to the limitations in Section 2(D) of this Series Resolution. Notwithstanding anything contained in the foregoing sections of this Series Resolution, if an Authorized Officer, upon consultation with the Chair and upon the advice of Bond Counsel or counsel to the Agency, determines that it is not in the best interests of the Agency to issue and sell any of the Series Bonds authorized pursuant to this Series Resolution (subject to any applicable provisions of any purchase contract theretofore executed), then those Series Bonds will not be issued or sold in accordance with this Series Resolution.

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Adopted by the Minnesota Housing  
Finance Agency this 25th day of  
April, 2019.

By: \_\_\_\_\_  
Chair

Attest: \_\_\_\_\_  
Commissioner

[Signature page to Resolution No. MHFA 19-018]

**EXHIBIT A**  
**FORM OF SERIES BONDS**

No. \_\_\_\_\_ \$ \_\_\_\_\_

UNITED STATES OF AMERICA - STATE OF MINNESOTA

MINNESOTA HOUSING FINANCE AGENCY

HOMEOWNERSHIP FINANCE BOND, [2019][2020] SERIES [\_\_\_\_]

[(MORTGAGE-BACKED SECURITIES PASS-THROUGH PROGRAM)]  
[(TAXABLE)]

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
-------------	----------------------	-------------------------------	--------------

The Minnesota Housing Finance Agency, a public body corporate and politic organized and existing under the provisions of Minnesota Statutes, Chapter 462A, for value received promises to pay to

CEDE & CO.

or registered assigns, the principal sum of

DOLLARS

on the maturity date specified above, with interest thereon from the Date of Original Issue set forth above at the annual rate specified above, computed on the basis of a 360-day year composed of twelve 30-day months, payable on [each January 1 and July 1][ the first calendar day of each calendar month], commencing [\_\_\_\_\_, \_\_\_\_] (the "Interest Payment Dates") to the registered owner hereof as shown on the Bond Register maintained by the Trustee (as hereinafter defined) on the 15th day (whether or not a business day) of the immediately preceding month, subject to the provisions referred to herein with respect to the redemption of principal before maturity. Interest initially will accrue from the Date of Original Issue set forth above to, but excluding, the first Interest Payment Date and thereafter will accrue from each Interest Payment Date to but excluding, the next succeeding Interest Payment Date. The interest hereon and, upon presentation and surrender hereof, the principal and any redemption premium with respect to this Series Bond are payable in lawful money of the United States by check or draft, or other agreed means of payment, by Wells Fargo Bank, National Association, in Minneapolis, Minnesota, Trustee under the Bond Resolution referred to below, or its successor (the "Trustee"). For the prompt and full payment thereof when due the full faith and credit of the Agency are irrevocably pledged. This Series Bond is a general obligation of the Agency, payable out of any of its moneys, assets or revenues, subject to the provisions of resolutions or indentures now or hereafter pledging particular moneys, assets or revenues to particular notes or bonds, or state or federal laws appropriating particular funds for a specified purpose. The Agency has no taxing power. The State of Minnesota is not liable hereon, and this Series Bond is not a debt of the State.

This Series Bond is one of a duly authorized Series of Homeownership Finance Bonds, [2019][2020] Series [\_\_\_\_] [(Mortgage-Backed Securities Pass-Through Program)] [(Taxable)], in the

original principal amount of \$[ ] (the “Series Bonds”), issued to provide funds needed for the Agency’s Program of making or purchasing Program Securities, or participations therein (the “[2019][2020] [ ] Program Securities”), to facilitate the purchase, development or rehabilitation of a sufficient supply of residential housing in Minnesota at prices that persons and families of low and moderate income can afford. The Series Bonds are issued under and pursuant to the Agency’s Homeownership Finance Bond Resolution, adopted December 11, 2009, as heretofore or hereafter amended and supplemented (the “Bond Resolution”), and the Agency’s Series Resolution, adopted April 25, 2019 (the “Series Resolution”), to which Bond Resolution and Series Resolution, including all supplemental resolutions that have been or may be adopted pursuant to the provisions thereof, reference is made for a description of the revenues, moneys, securities, funds and accounts pledged to the Trustee for the security of the Owners of the Series Bonds, the respective rights thereunder of the Agency, the Trustee and other Fiduciaries and the Owners of the Series Bonds, and the terms upon which the Series Bonds are issued, delivered and secured. [The Series Bonds are being issued contemporaneously with the Agency’s Homeownership Finance Bonds, [2019][2020] Series [ ] [(Mortgage-Backed Securities Pass-Through Program)].] Capitalized terms not defined herein have the meaning given to those terms in the Series Resolution.

The Series Bonds are issuable in fully registered form. The Series Bonds are issued in denominations of \$[ ] principal amount or any integral multiple thereof [of a single stated maturity] [not exceeding the principal amount maturing on any Principal Installment Date]. [The Series Bonds that are Term Bonds are required to be redeemed (unless previously redeemed or canceled) by the application of sinking fund installments on the dates and in the amounts specified pursuant to the Series Resolution, at a redemption price equal to the principal amount thereof plus accrued interest, without premium.]

[All Series Bonds are subject to mandatory redemption on each Interest Payment Date, in whole or in part, at a price equal to the principal amount thereof to be redeemed plus accrued interest, without premium, in a principal amount equal to all principal repayments, including Prepayments, on the [2019][2020] [ ] Program Securities purchased with proceeds of the Series Bonds on deposit in the Revenue Fund received during the immediately preceding calendar month, as further provided in the Series Resolution.]

[All Series Bonds are subject to (i) special redemption at any time, in whole or in part, at a price of par plus accrued interest, without premium, from unexpended proceeds of the Series Bonds not used to purchase Program Obligations, and (ii) special redemption at any time, in whole or in part, at a price of par plus accrued interest, without premium, from Excess Revenues (as hereinafter defined) on deposit in the Revenue Fund, as further provided in the Series Resolution. “Excess Revenues,” for this purpose, means Revenues, including Prepayments, on deposit in the Revenue Fund received in excess of (i) the Principal Installments and interest from time to time due and payable on Bonds Outstanding under the Bond Resolution, (ii) amounts required by the provisions of series resolutions heretofore or hereafter adopted to be used for the mandatory redemption of certain Outstanding Bonds as specified in said series resolutions, (iii) amounts payable to a Hedge Counterparty, and (iv) amounts required to pay fees and other costs of the Agency in connection with the Program.]

All Series Bonds [with stated maturities on or after ] are also subject to redemption at the option of the Agency, in whole or in part, from any amounts available to the Agency for that purpose, on and any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest, if any, to the date of redemption, without premium.

If less than all Series Bonds are to be redeemed, the Trustee will select Series Bonds to be redeemed in accordance with the Series Resolution.

Notice of any [optional] redemption of Series Bonds will be mailed, by first class mail, postage prepaid, to the last address on the registry books of the registered owner of the Series Bond, not less than 30 days before the redemption date. Notice having been so given, the Series Bonds or portions of Series Bonds therein specified will be due and payable at the specified redemption date and price, with accrued interest, and funds for that payment being held by or on behalf of the Trustee so as to be available therefor, interest thereon will cease to accrue, and those Series Bonds or portions thereof will no longer be considered Outstanding under the Bond Resolution. Any failure to give that mailed notice, or defect therein, will not impair the validity of redemption of any Series Bond not affected by that defect or failure.

The Agency has issued other Series of Bonds and the Bond Resolution authorizes additional Series of Bonds to be issued (collectively with the Series Bonds, the "Bonds"), all of which will be secured by the pledge made, regardless of the times of issue or maturity, are of equal rank without preference, priority or distinction of any Bond of any Series over any other except as expressly provided or permitted in the Bond Resolution and the Series Resolution; subject to conditions specified in the Bond Resolution, including conditions that upon the issuance of each Series of Bonds (a) the amount held by the Trustee in the Mortgage Reserve Fund, if any, will be increased to an amount not less than its requirement effective after the issuance of the Bonds, and (b) each Rating Agency will confirm that issuance of a Series of Bonds will not impair the then existing rating on the Outstanding Bonds.

The Bond Resolution permits, with certain exceptions, the modification or amendment thereof and of the rights and obligations of the Agency and of the Owners of the Bonds thereunder, by a supplemental bond resolution adopted with the written consent, filed with the Trustee, of the Owners of at least a majority in principal amount of the Bonds Outstanding or affected by the amendment at the time the consent is given. That resolution will be binding upon the Agency and all Fiduciaries and Owners of Bonds at the expiration of thirty days after filing with the Trustee of proof of the mailing of notice that the required consent has been given. Supplemental resolutions may also be adopted, effective immediately, for the purpose of adding restrictions on or covenants by or surrendering privileges of the Agency; authorizing additional Bonds, making provisions affecting only Bonds not yet issued or reasonably necessary to assure that interest on an applicable Series of Bonds will be, or remains, excludable from gross income under the Code; curing or correcting an ambiguity, omission, defect or inconsistency, or inserting provisions not inconsistent with, the Bond Resolution or clarifying matters or questions arising under it, and may also be adopted for any other purpose as will not be, in the opinion of the Trustee, materially adverse to the security or other interests of the Bondowners. Every Owner hereof is deemed by its purchase and retention of this Series Bond to consent to be bound by every supplemental resolution and every modification and amendment adopted in accordance with the provisions of the Bond Resolution, whether or not noted or endorsed hereon or incorporated herein.

No Owner of any Series Bond may institute any suit, action or proceeding in equity or at law for the enforcement of any provision of the Bond Resolution or for the execution of any trust thereunder or for any other remedy thereunder except upon the conditions therein provided, but nothing therein affects or impairs the right of any Owner to enforce the payment of the principal of and interest on any Series Bonds held by that Owner, or the obligation of the Agency to pay the same at the time and place expressed in the Series Bonds.

IT IS CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to exist, to happen and to be performed precedent to and in the issuance of this Series Bond in order to make it a valid and binding general obligation of the Agency in accordance with its terms do exist, have happened and have been performed in due form, time and manner as so required and that the issuance of the Series Bonds does not cause the indebtedness of the Agency to exceed any constitutional or statutory limitation.



As provided in the Bond Resolution and subject to certain limitations set forth therein, this Series Bond is transferable upon the books of the Agency at the designated corporate trust office of the Trustee, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or the owner's duly authorized attorney and may also be surrendered in exchange for Series Bonds of other authorized denominations. Upon that transfer or exchange the Agency will cause to be issued in the name of the transferee or owner a new Series Bond or Series Bonds of the same aggregate principal amount, maturity, interest rate and terms as the surrendered Series Bond, subject to reimbursement for any tax, fee or governmental charge required to be paid by the Agency or the Trustee with respect to that transfer.

Notwithstanding any other provisions of this Series Bond, so long as this Series Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other Bond Depository, the Trustee will pay all principal of, premium, if any, and interest on this Series Bond, and will give all notices with respect to this Series Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other Bond Depository as agreed to by the Agency.

The Agency and the Trustee may deem and treat the person in whose name this Series Bond is registered upon the books of the Agency as the absolute owner hereof, whether this Series Bond is overdue or not, for the purpose of receiving payment of or on account of the principal, redemption price or interest and for all other purposes, and all those payments so made to the registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon this Series Bond to the extent of the sum or sums so paid, and neither the Agency nor the Trustee will be affected by any notice to the contrary.

Unless the Trustee's Certificate hereon has been manually executed on behalf of the Trustee, this Series Bond will not be entitled to any benefit under the Bond and Series Resolutions or be valid or obligatory for any purpose.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Agency has caused this Series Bond to be executed by the facsimile signatures of its Chairperson and Commissioner, the Agency having no corporate seal.

Date of Authentication: \_\_\_\_\_

Trustee's Certificate

This is one of the Series Bonds delivered pursuant to the Bond Resolution and Series Resolution mentioned within.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION,  
as Trustee

By \_\_\_\_\_  
Authorized Representative

MINNESOTA HOUSING FINANCE AGENCY

\_\_\_\_\_  
By: (Facsimile Signature)  
Chairperson

\_\_\_\_\_  
Attest: (Facsimile signature)  
Commissioner

## ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
 (please print or type name and address of transferee)  
 the within Series Bond and all rights thereunder and does hereby irrevocably constitute and appoint  
 \_\_\_\_\_ attorney to transfer the within Series Bond on the books kept for  
 registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
 NOTICE: The assignor's signature to this  
 assignment must correspond with the name as it  
 appears upon the face of the within Series Bond in  
 every particular, without alteration or enlargement or  
 any change whatever.

Signature Guaranteed:

\_\_\_\_\_  
 Signature(s) must be guaranteed by an  
 "eligible guarantor institution" meeting  
 the requirements of the Trustee, which  
 requirements include membership or  
 participation in STAMP or such other  
 "signature guaranty program" as may  
 be determined by the Trustee in addition  
 to or in substitution for STAMP, all in  
 accordance with the Securities Exchange  
 Act of 1934, as amended.

Please insert social security or other  
 identifying number of assignee:

\_\_\_\_\_

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**Board Agenda Item: 8.A**

**Date: 4/25/2019**

**Item:** Strategy Discussion: Producing More Housing – A 50% Increase

**Staff Contact(s):**

John Patterson, 651.296.0763, john.patterson@state.mn.us

**Request Type:**

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/> Approval   | <input checked="" type="checkbox"/> No Action Needed |
| <input type="checkbox"/> Motion     | <input checked="" type="checkbox"/> Discussion       |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Information                 |

**Summary of Request:**

As we prepare our 2020-23 Strategic Plan, staff would like to discuss with the Board some broader strategic issues over the next several months. This month, we have prepared a short presentation on the need to increase overall housing production by about 50% over the next years, which was a recommendation of Governor Dayton's Housing Task Force. As a preview, we have attached the slide deck that we will present.

**Fiscal Impact:**

None

**Meeting Agency Priorities:**

- ☒ Address Specific and Critical Local Housing Needs
- ☒ Finance Housing Responsive to Minnesota's Changing Demographics
- ☐ Preserve Housing with Federal Project-Based Rent Assistance
- ☒ Prevent and End Homelessness
- ☒ Reduce Minnesota's Racial and Ethnicity Homeownership Disparity

**Attachment(s):**

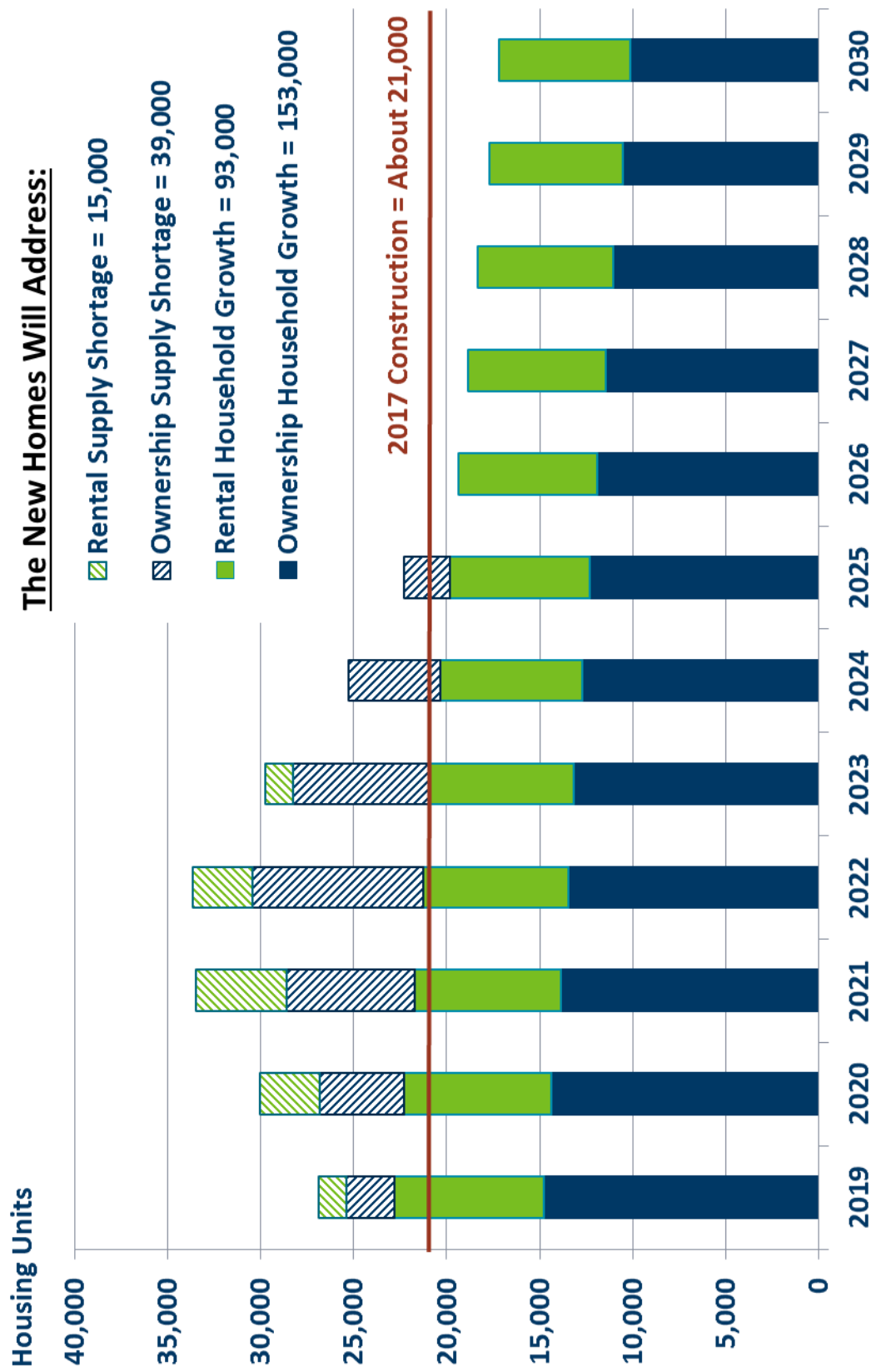
- Increasing Housing Production 50%



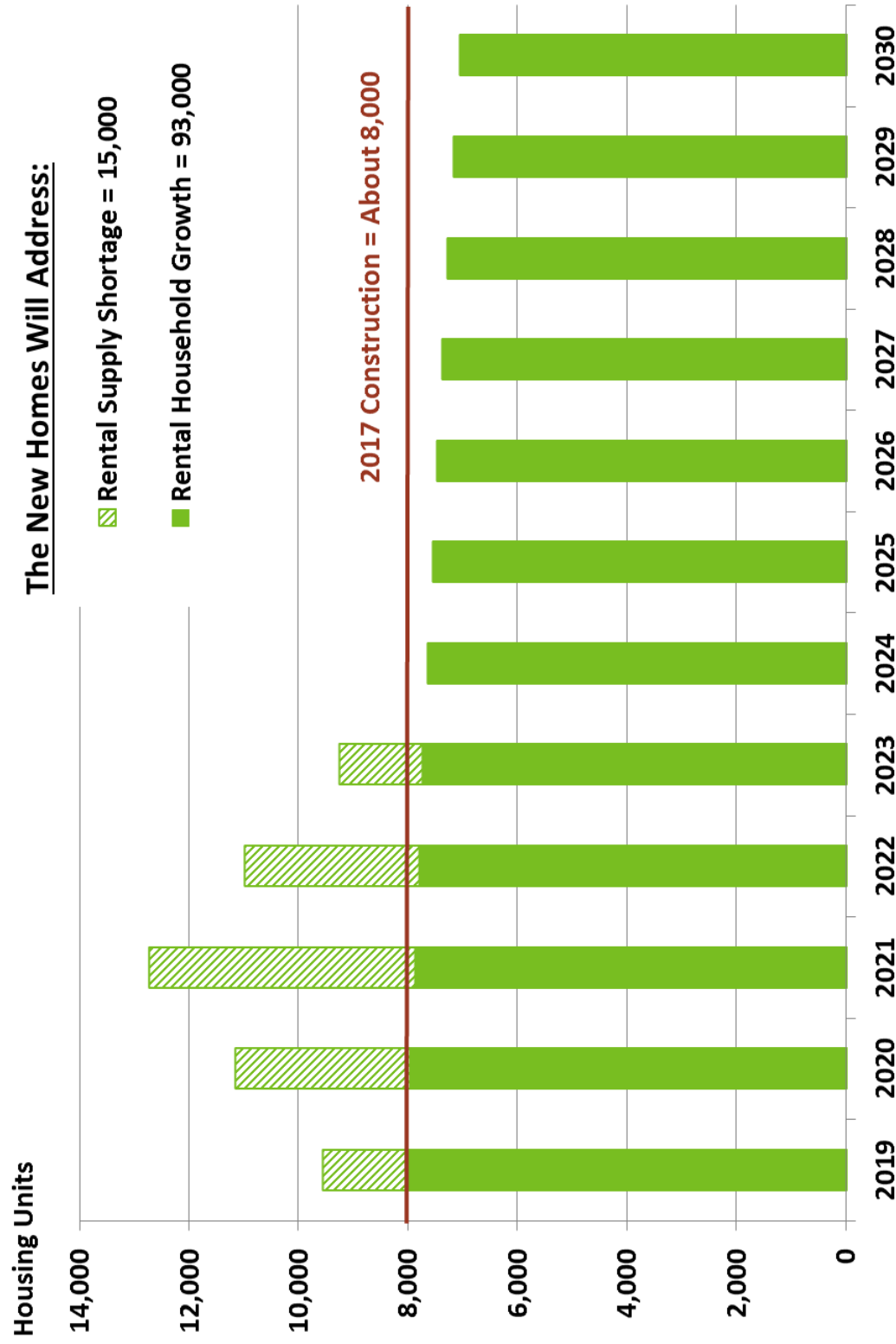
# Increasing Housing Production 50%

March 6, 2019

# Minnesota Needs 300,000 New Housing Units Across All Types and Price Points by 2030

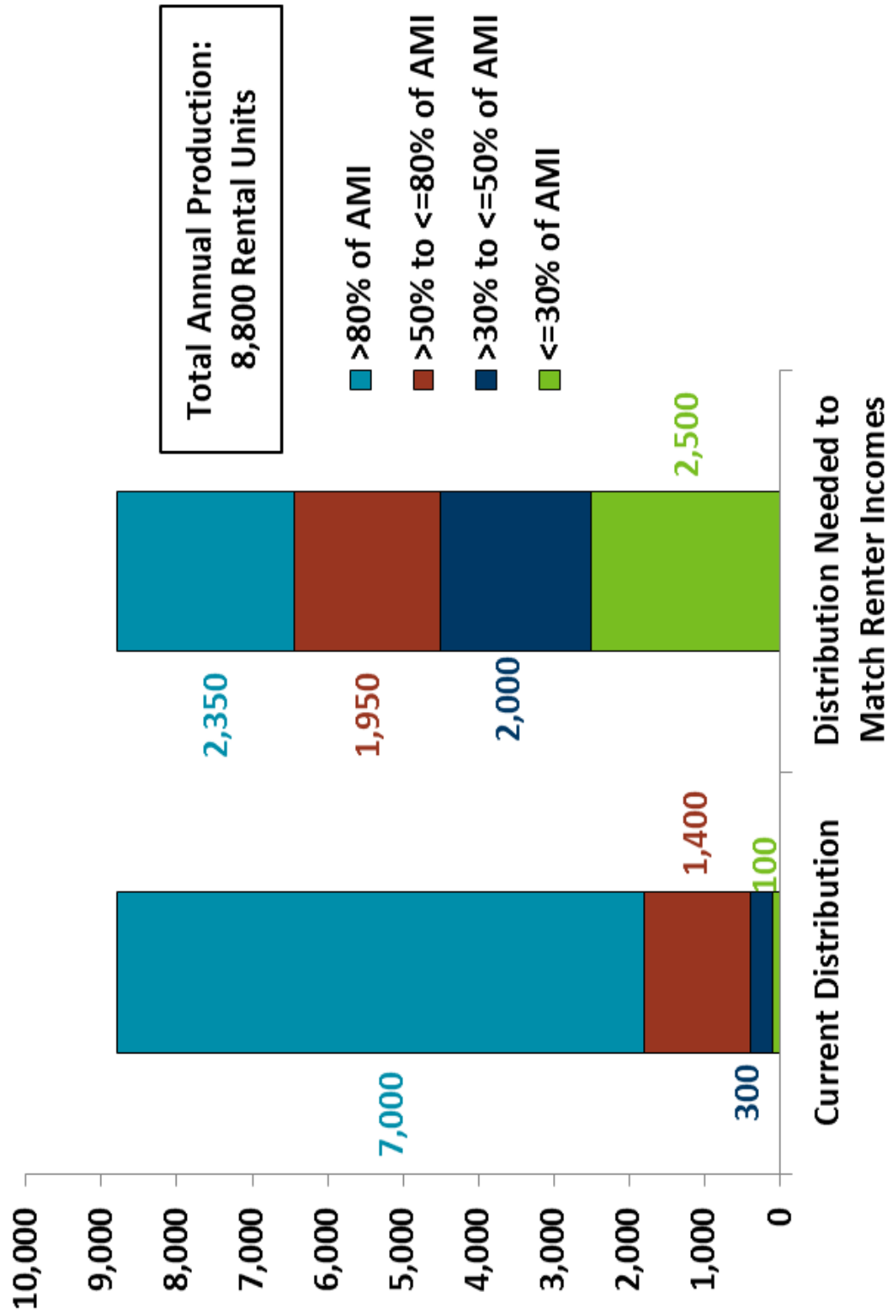


# Minnesota Needs 108,000 New Rental Units Across All Types and Rents by 2030

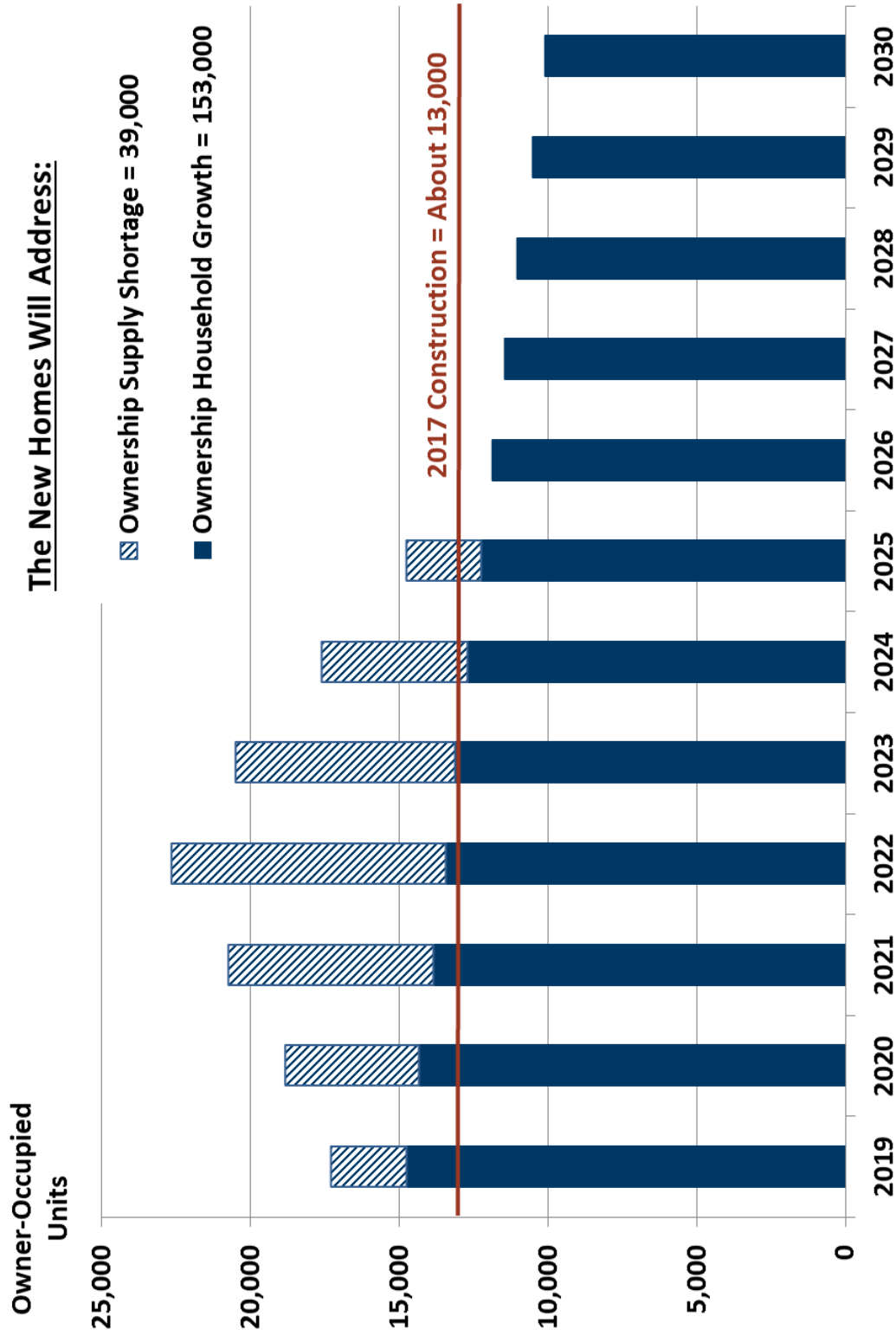




# Needed Affordability for New Rental Units

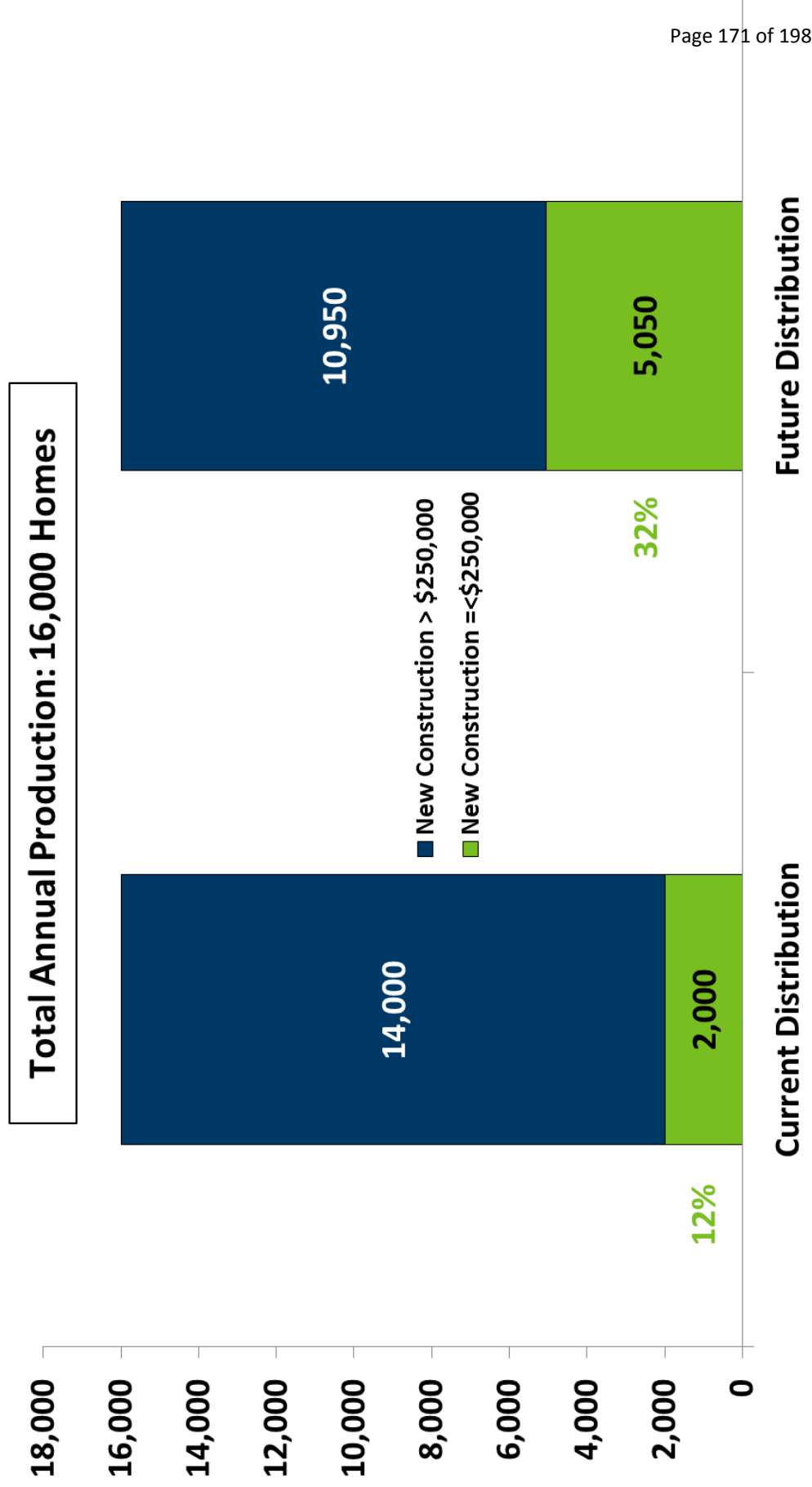


# Minnesota Needs 192,000 New Owner-Occupied Homes Across All Types and Price Points by 2030



# New Owner-Occupied Homes (Possible Scenario)

## Needed Affordability for



# Possible Strategies for Increasing Production of Affordable Housing

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- **Reduce development costs per unit**
  - ✓ Address regulatory costs
    - CURA – Up to 25%
    - HousingFirst – Up to 30%
  - ✓ Support less expensive housing types – e.g. townhomes and condos for homeownership
  - ✓ Alternative construction practices – offsite, 3D printing
  - ✓ Reduce time, complexity, and uncertainty of our processes
- **Increase funding**
  - ✓ Employer contributions
  - ✓ Local funding
  - ✓ State appropriations
- **Other strategies?**

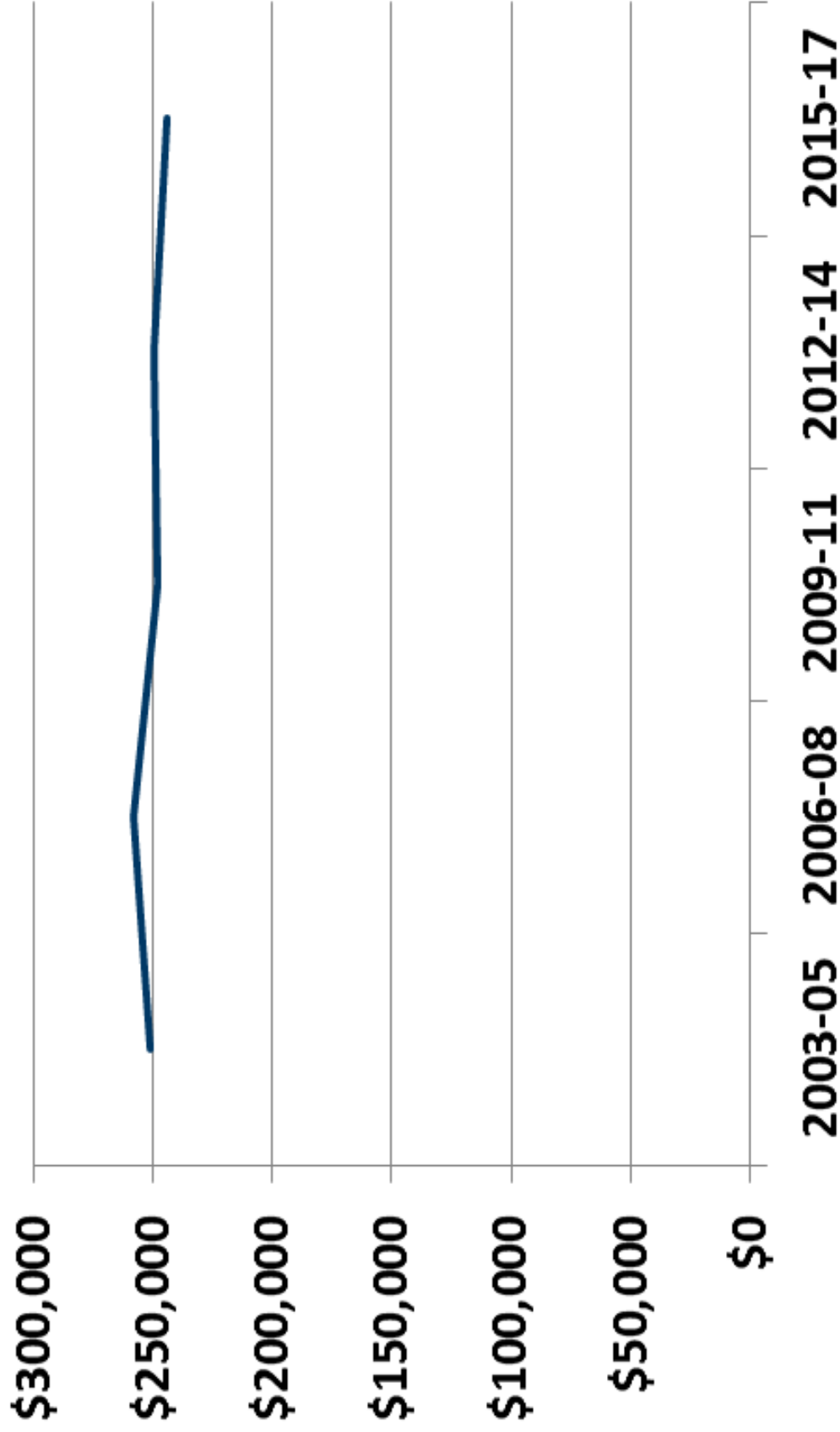
# Addressing Costs: A Closer Look

# Average of Cost of Developing Affordable Housing – 2003-17 (inflation adj. \$s)

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		Avg. TDC per Unit	Share of TDC		
			Construc- -tion	Acquisi- tion	Soft
New Const.	LIHTC		Metro		
		\$251,588	68%	8%	24%
New Const.	No-LIHTC		Metro		
		\$200,971	72%	11%	17%
New Const.	LITHC		Greater MN		
		\$203,887	72%	6%	22%
New Const.	No-LIHTC		Greater MN		
		\$183,404	72%	11%	17%
Rehab	LIHTC		Metro		
		\$199,159	36%	41%	23%
Rehab	No-LIHTC		Metro		
		\$136,525	41%	45%	14%
Rehab	LITHC		Greater MN		
		\$124,478	42%	37%	21%
Rehab	No-LIHTC		Greater MN		
		\$88,342	41%	42%	17%

# Costs Over Time – New Construction in the Metro Area with Tax Credits (inflation adj. \$s)

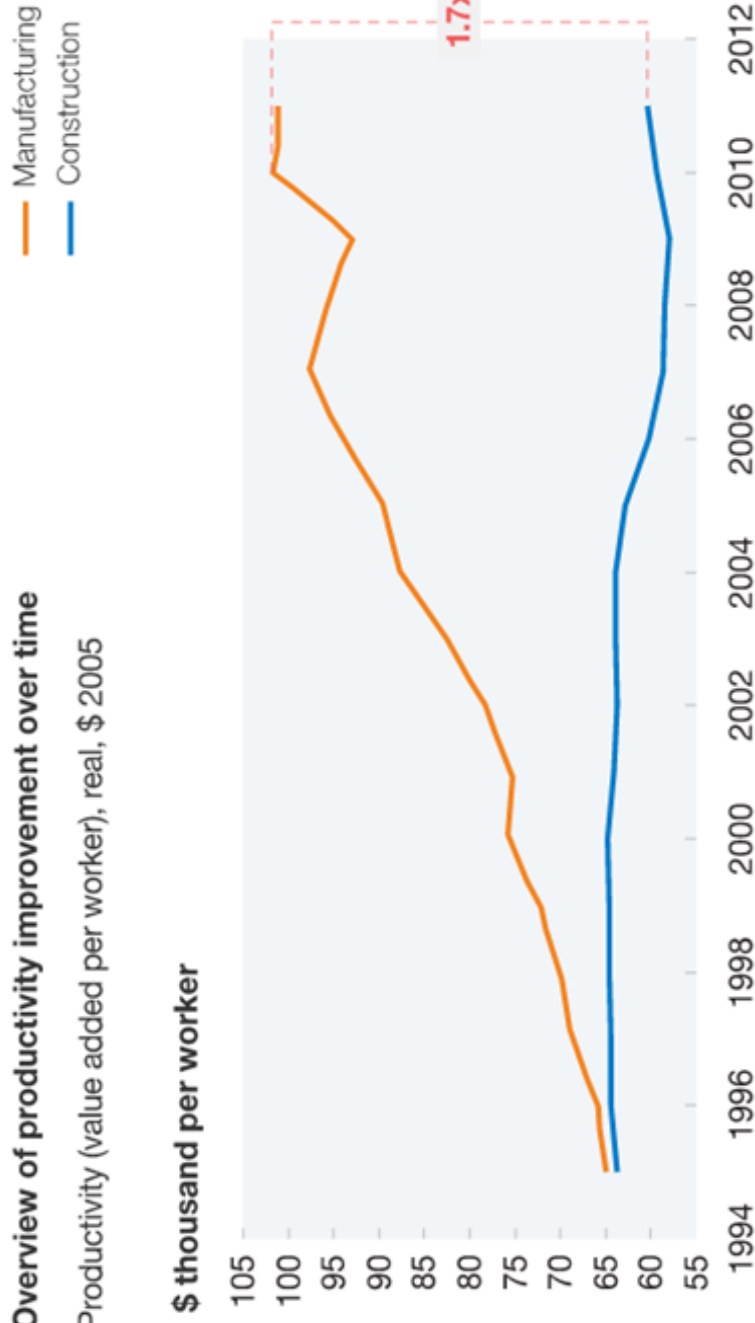


# Construction Productivity has Been Stagnant

Productivity in manufacturing has nearly doubled, whereas in construction it has remained flat.

## Overview of productivity improvement over time

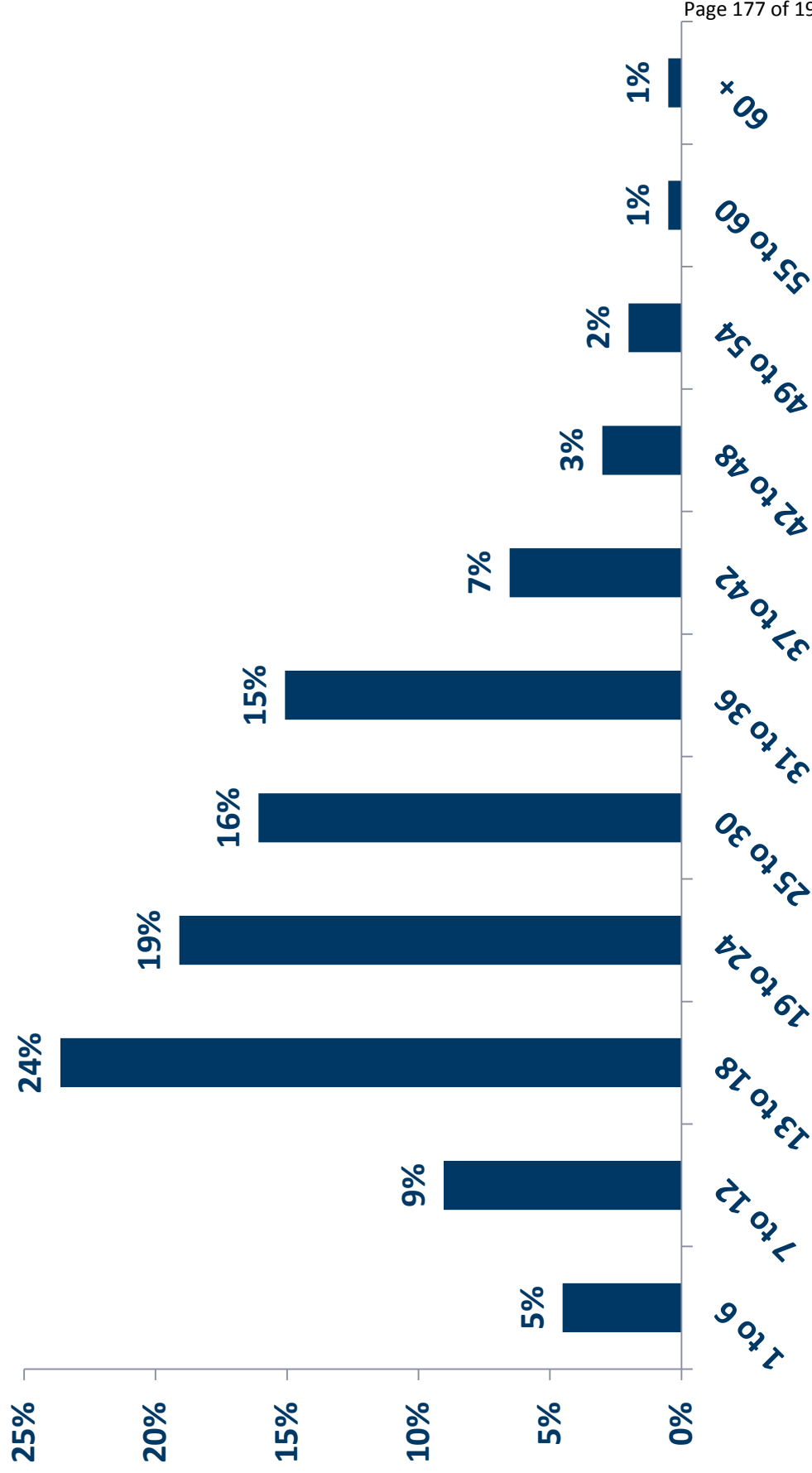
Productivity (value added per worker), real, \$ 2005



Source: Expert interviews; IHS Global Insight (Belgium, France, Germany, Italy, Spain, United Kingdom, United States); World Input-Output Database



# RFP Programs: Time from Application for Funding to Loan Closing





# For More Information

**Contact:**

**John Patterson**

**Director of Planning, Research & Evaluation**

**Minnesota Housing**

**[john.patterson@state.mn.us](mailto:john.patterson@state.mn.us)**

**(651) 296-0763**

**Item:** Post-Sale Report, Residential Housing Finance Bonds (RHFB) 2019 ABCD

**Staff Contact(s):**

Kevin Carpenter, 651.297.4009, kevin.carpenter@state.mn.us

**Request Type:**

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/> Approval   | <input checked="" type="checkbox"/> No Action Needed |
| <input type="checkbox"/> Motion     | <input type="checkbox"/> Discussion                  |
| <input type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Information      |

**Summary of Request:**

The Agency sold fixed rate Residential Housing Finance Bonds on March 7, 2019 with a closing on April 11, 2019. In accordance with the Debt and Balance Sheet Management Policy the attached detailed post-sale report is provided by the Agency's financial advisor, CSG Advisors.

**Fiscal Impact:**

None.

**Meeting Agency Priorities:**

- ☐ Address Specific and Critical Local Housing Needs
- ☐ Finance Housing Responsive to Minnesota's Changing Demographics
- ☐ Preserve Housing with Federal Project-Based Rent Assistance
- ☐ Prevent and End Homelessness
- ☐ Reduce Minnesota's Racial and Ethnicity Homeownership Disparity

**Attachment(s):**

- Post-Sale Report

## MEMORANDUM

**Date:** April 11, 2019

**To:** Minnesota Housing Finance Agency

**From:** Gene Slater, Tim Rittenhouse, Eric Olson, David Jones

**Re:** Post-Sale Report  
\$188,560,000 Residential Housing Finance Bonds (RHFB)  
2019 Series ABCD

### **KEY RESULTS FOR MINNESOTA HOUSING**

**Opportunity.** This bond issue, together with money from bond premiums, financed approximately \$150.4 million of new Start-Up mortgages.

**Overall Purpose.** Series ABCD accomplished the following major objectives:

1. Enabled Minnesota Housing to profitably finance tax-exempt eligible production on the balance sheet. This helps Minnesota Housing to earn net annual income over future years.
2. Refunded prior bonds at a lower interest rate.
3. Achieved full spread, financed new loans without using any of Minnesota Housing's existing zero participations and created additional zero participations for future bond issues.

**Key Measurable Objectives and Accomplishments.** The results of the issue were very successful:

<b>Objective</b>	<b>Result</b>
Finance new production on balance sheet	\$150.4 million of new loans in MBS securities
Leverage private activity bond volume cap	Used \$18.8 million of recycling and \$45 million of taxable debt (as well as \$38.6 million of economic refunding) to leverage \$98.3 million of new money PAB.
Provide at least a similar return to the Agency as selling new loans on the secondary market	Higher return from including loans in the new issue than from selling them (based on average prepayment speeds the Agency has recently experienced on similar loans).
Strengthen the RHFB indenture going forward	Increases the expected net present value to the Agency.
Achieve full spread on the overall transaction	Agency is expected to earn the equivalent of full spread by taking into account the bond earnings and being able in the future to recover \$958,000 of hedge payoff losses

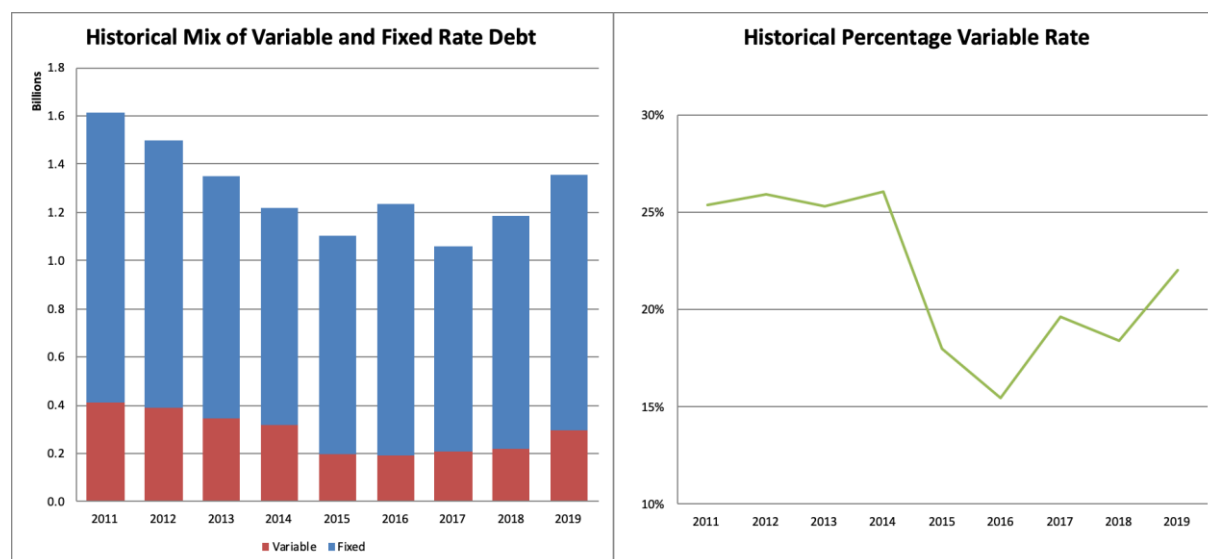
**Variable Rate Debt.** An important design decision was to include a variable rate series with an interest rate swap, Series D for \$45 million or 24% of the total issue.

**Reason for Variable Rate Debt.** The benefit of including the swapped variable rate debt is to lower the average all-in cost to Minnesota Housing and thus help create more zeros in the transaction. This variable rate series was designed in accordance with the criteria that have been provided to the Board, including:

- obtaining liquidity, in this case from a rated bank counterparty, RBC.
- having that liquidity extend for the entire period until the swap is first optionally terminable at par by Minnesota Housing (in this case 5 years, until July 1, 2024), and
- using a swap from a highly rated counterparty, in this case RBC (rated Aa2 by Moody's and AA- by S&P).

**Scale of Total Variable Rate Debt.** Because of the significant pay down of past variable rate series, the amount of Minnesota Housing's variable rate debt is very reasonable from a rating agency perspective, compared to other HFAs that use such debt. It is well below Minnesota's level in 2011; we have generally found that a ratio below 30%, with appropriate optional terminability, is reasonable.

**Table 1. Variable and Fixed Rate Debt in RHFB**



**For the Agency as a whole, less than 10% of the Agency's debt is variable rate.**

**Interest Rate Swap.** The swap with RBC extends to Jan. 1, 2042 at a fixed rate of 2.409% payable by the Agency. RBC pays a floating rate to the Agency of 70% of 1-month LIBOR. Beginning July 1, 2024, the swap is cancellable each January 1 and July 1 at the Agency's option at no cost. This indicates the

benefit of low swap rates in today's market and the modest cost of assuring flexibility for the housing finance agency to terminate the swap as needed.

***Relationship to Recent and Future Issues and Loan Pipeline.*** Minnesota Housing has financed new production both through pass-through bonds under its newer, Aaa-rated Homeownership Finance Bond indenture and, like this issue, through its RHFB indenture. RHFB enables the Agency to issue variable rate debt, refund and replace old higher rate bonds in the RHFB indenture, and pledge older mortgages to shorten the average life of new bonds, so as to efficiently finance new production.

***Future Issues.*** The Agency is in a good position to continue its single-family program. Demand by first-time homebuyers remains very strong. The Agency has the flexibility of issuing either traditionally structured bonds in RHFB or pass-through bonds in HFB in order to attract investors. Having financed approximately \$216 million of new production so far this year from this issue and HFB 2019 AB, Minnesota Housing has a balance of approximately \$55 million of zero participations to help ensure it earns full spread on future bond issues.

The Agency's major constraint is the shortage of new private activity bond volume cap. Given increasing demand for volume cap for multi-family 4% tax credit projects (both by the Agency and local issuers) along with continued robust single-family production at historically high levels, the Agency seeks to leverage new volume cap as efficiently as possible, utilizing:

- remaining single-family carryforward volume cap from several years ago that is gradually being depleted;
- the Agency's volume cap recycling line of credit with RBC that allows it to retain bond authority from old bonds being redeemed each month. This has proven very effective in preserving old volume cap and was re-established earlier this year to provide additional capacity;
- use of zero participations to enable the Agency to issue taxable bonds in conjunction with tax-exempt debt while remaining at full spread.

***Relationship to Pipeline.*** The new loans were hedged in the TBA market until after bond pricing to protect the Agency from interest rate risk on its new lending.

## ***TIMING AND STRUCTURE***

**Timing.** The fixed rate bonds were priced on Thursday March 7<sup>th</sup>. The bonds are scheduled to closed on April 11<sup>th</sup>.

**Sizing.** The issue was sized to fund the current pipeline, including loans closing through the end of April.

**Major Design Decisions.** Key decisions by Minnesota Housing were to:

- Structure the \$7.865 million of AMT bonds (Series A) as shorter serial bonds through 2025. This incurs the least additional cost from the AMT on overall bond yield.
- Utilize the fixed rate non-AMT bonds (Series B) throughout the maturity schedule, including serials to 2031, a small 2034 term bond and a PAC bond at the end of the maturity structure in 2048 for 31% of the entire issue.
- Include \$37.6 million of taxable bonds (Series C), as serials from 2019 through 2029 (partly overlapping the AMT and Non-AMT serials) and as term bonds in 2034 and 2042.
- Include a variable rate series of non-AMT bonds (Series D) that is efficiently sized, with a 5-year SBPA, to match the 5-year date on which the interest rate swap can be terminated at par. This approach is consistent with the criteria for such issues presented to the Board over the years. This series matures in 2042.

**Rating.** Bonds under the RHFB indenture are rated Aa1 by Moody's and AA+ by S & P.

## ***BOND SALE RESULTS***

The sale took place in an excellent market, with Treasury yields falling during the week of the sale. On the \$143.5 million of fixed rate bonds—taxable, AMT and Non-AMT—a total of \$355 million of going away orders were received, approximately 2 ½ times as many as on 2018 EFGH.

1. **Retail Interest.** This issue had excellent retail demand. A total of \$21.77 million of Minnesota retail orders were received, and a total of \$19.93 million were allotted. In addition, \$55.08 million of national retail orders were received and \$19.035 million of those orders were allotted as well.
2. **Overall Pricing.** Many tax-exempt maturities were repriced lower. The PAC bond was 2.4x subscribed and the yield lowered by 1 basis point. All taxable maturities were repriced with tighter spreads to Treasuries, and Treasury yields themselves dropped during the sale; this resulted in even greater benefits to Minnesota Housing.
3. **Comparable Transactions.**

*Series A: AMT.* The most comparable transaction was SONYMA. Minnesota's spreads were similar, despite the much larger in-state demand in New York.

*Series B: Non-AMT.* The most comparable transactions were Missouri, the week before, with the same rating, and Louisiana on the same sale date as Minnesota with a Aaa rating. Other transactions included Wisconsin and Maryland also priced the week before with Aa2 ratings and Alaska, which

sold its Aaa bonds competitively the day before the sale.

The serial bonds priced tighter than Wisconsin and Maryland. On the early serials, Minnesota was tighter or the same as Louisiana and Missouri, and was slightly wider on the later serials. Alaska achieved the lowest yields.

The PAC bond yield was better than SONYMA, Wisconsin, and Maryland, and very slightly wider than Missouri and Louisiana. (Alaska's PAC bond used a much wider range of prepayment speeds and so gave up more flexibility for the issuer).

*Series C: Taxable.* The only recent comparable taxable issue was SONYMA, the week before Minnesota. Minnesota's spreads to Treasuries were similar on the serials and slightly wider on the 2034 and 2042 term bonds. This was impressive, since federally taxable bonds in New York are also exempt from state and local taxes and thus provide savings to New York investors; federally taxable state and local bonds are subject to state income tax in Minnesota.

## UNDERWRITING

**Underwriters.** RBC was the senior manager; co-managers were J.P. Morgan, Piper Jaffray and Wells Fargo.

**Retail Sales.** As indicated above, this RHFB issue received excellent retail demand, both from Minnesota retail and national retail. RBC brought in over \$62 million of state and national retail orders, and there were a total of \$76.8 million across all firms.

Member	Role	Minnesota Retail Orders	Minnesota Retail Allotments
RBC	Senior Manager	18,720,000	16,880,000
J.P. Morgan	Co-Manager	315,000	315,000
Piper Jaffray	Co-Manager	100,000	100,000
Wells Fargo	Co-Manager	1,020,000	1,020,000
<b>Subtotal managers</b>		<b>20,155,000</b>	<b>18,315,000</b>
Morgan Stanley	Selling Group	600,000	600,000
Robert W. Baird	Selling Group	300,000	300,000
UBS	Selling Group	715,000	715,000
<b>Subtotal selling group</b>		<b>1,615,000</b>	<b>1,615,000</b>
<b>Total</b>		<b>21,770,000</b>	<b>19,930,000</b>

In addition to Minnesota retail, national retail orders were brought in by RBC of \$43,415,000, J.P. Morgan \$2,700,000, Piper \$2,650,000, Wells Fargo \$1,635,000, Wells Fargo \$1,635,000, Morgan Stanley \$3,225,000, Robert Baird \$625,000 and UBS \$830,000.



**Underwriter Fees.** Management fees were appropriate, consistent with industry standards, and in the same range as fees reported for other housing issues of similar size and structure.

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## **ISSUE DETAILS**

<b>Key Dates:</b>	Pricing:	Thursday, March 7, 2019
	Closing Date:	Thursday, April 11, 2019.

**Economic Calendar.** Key economic news in the week of the sale included slightly higher than expected new home sales and a higher than expected non-manufacturing index. The monthly trade balance came in almost \$10 billion higher than expected. The unemployment rate dropped to a record low 3.8% and unit labor costs came in well above expectations.

**Treasuries.** After the 10-year Treasury rose to recent highs, over 3.2%, in October and early November, yields began to drop after the mid-term elections as the stock market began to decline. The 10 year was 2.91% when HFB Series 2018 IJ was priced on Dec. 13<sup>th</sup>. With the continuing stock market decline at year-end, and the Fed announcement that it would suspend rate hikes, yields declined to the 2.65 when HFB 2019 AB was priced on Feb. 7, 2019. Although stronger economic news and reports of potential cessation of the trade war with China pushed yields up by 10 basis points at the end of February, yields dropped again in the first week of March. The 10-year started the week of the sale at 2.76% and dropped by the end of the day of the sale to 2.64%. The yield curve has flattened out considerably compared to prior years. The difference in the yield between the 1-year and 10-year yield is only 9 basis points (and indeed the 2-year, 5-year and 7- year yields are all below the 2.53% 1-year yield). The difference was almost 100 basis points at the beginning of 2018.

**Municipals.** While municipal bond yields generally closely track the movements in Treasury yields, the relationship has been distorted by high profile municipal credit events (Puerto Rico's problems, most recently) and international investment flows, as well as supply and demand for municipal bonds. MMD has outperformed Treasuries since December, with the 10-year MMD/Treasury ratio dropping below 80% for the first time in years. Significant redemptions have given muni buyers additional cash and there have been regular weekly inflows to muni funds—all while the volume of new supply has been limited. Buyers have turned to municipal bonds to offset the limited deductions for state and local taxes. The result is that especially in shorter maturities munis are richer to Treasuries than they have been in years.

While 10 year MMD has dropped by 63 basis points since RHFB 2018 EFGH was priced in November, the spread to the index for housing and other revenue bonds has widened, especially at the long end of the market. Many long-term buyers are reluctant to buy such revenue bonds at such low absolute yields.

<i>Issue</i>	<i>Date</i>	<i>10-Year Treasury</i>	<i>10-Year MMD</i>	<i>MMD/ Treasury</i>	<i>30-Year Treasury</i>	<i>30-Year MMD</i>	<i>MMD/ Treasury</i>
2017 HFB A/B	2/9/17	2.40%	2.28%	95.0%	3.02%	3.06%	101.3%
2017 HFB C/D	3/13/17	2.62%	2.49%	95.0%	3.20%	3.25%	101.6%
2017 HFB E/F	5/20/17	2.41%	2.17%	90.0%	3.03%	3.01%	99.3%
<i>2017 RHFB ABC</i>	6/20/17	2.16%	1.86%	86.1%	2.74%	2.70%	98.5%
2017 HFB G/H	9/12/17	2.17%	1.86%	85.7%	2.78%	2.73%	98.2%
2017 HFB I/J	11/9/17	2.33%	1.93%	82.8%	2.81%	2.62%	93.2%
<i>2017 RHFB DEF</i>	12/4/17	2.37%	2.05%	86.5%	2.77%	2.70%	97.5%
2018 HFB A/B	2/13/18	2.83%	2.42%	85.5%	3.11%	2.98%	95.8%
2018 HFB C/D	4/12/18	2.83%	2.40%	84.8%	3.05%	2.94%	96.4%
<i>2018 RHFB ABCD</i>	6/7/18	2.93%	2.46%	84.0%	3.08%	2.98%	96.8%
2018 HFB E/F	8/16/18	2.87%	2.43%	84.7%	3.03%	3.01%	99.3%
2018 HFB G/H	10/17/18	3.19%	2.72%	85.3%	3.35%	3.39%	101.2%
<b><i>2018 RHFB EFGH</i></b>	<b>11/14/18</b>	<b>3.12%</b>	<b>2.70%</b>	<b>86.5%</b>	<b>3.35%</b>	<b>3.38%</b>	<b>100.9%</b>
2018 HFB IJ	12/13/18	2.91%	2.40%	82.5%	3.16%	3.17%	100.3%
2019 HFB AB	2/7/19	2.65%	2.14%	80.8%	3.00%	3.00%	100.0%
<b><i>2019 RHFB ABCD</i></b>	<b>3/7/19</b>	<b>2.64%</b>	<b>2.08%</b>	<b>78.8%</b>	<b>3.03%</b>	<b>2.92%</b>	<b>96.4%</b>
<b><i>Change from 2018 RHFB EFGH</i></b>		<b>-48 bp</b>	<b>-62 bp</b>	<b>-7.7%</b>	<b>-32 bp</b>	<b>-46 bp</b>	<b>-4.5%</b>

## AMT STATE HFA SINGLE FAMILY HOUSING PRICING COMPARABLES, PAST SIX MONTHS PLUS EARLIER MHFA

Pricing Date	3/7/19	2/27/19	2/13/19	1/15/19	12/4/18
Amount	\$7,865,000	\$24,400,000	\$54,205,000	\$101,595,000	\$3,610,000
Issuer	Minnesota HFA	SONYMA	New Jersey HMFA	Pennsylvania HFA	Massachusetts HFA
Series	2019 Series A	Series 218	2019 Series D	Series 2019-128A	Series 202
Program	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated
Rating(s)	Aa1 / AA+ / -	Aa1 / - / -	Aa3 / AA / -	Aa2 / AA+ / -	Aa1 / AA+ / -
Tax Status	AMT	AMT	AMT	AMT	AMT
Maturity	Coupon/	Coupon/	Coupon/	Coupon/	Coupon/
Year ('19 pricings)	Yield	Yield	Yield	Yield	Yield
0	1.850	1.85 / 1.95	1.900	2.050	2.15 / 2.25
1	1.950	+38	2.04 / 2.09	2.15 / 2.20	2.15 / 2.25
2	2.150	+57	2.24 / 2.30	2.30 / 2.35	2.35 / 2.45
3	2.250	+65	2.40 / 2.45	2.45 / 2.55	2.550
4	2.400	+78	2.50 / 2.55	2.65 / 2.70	+65
5	2.450	+76	2.60 / 2.65	2.80 / 2.85	
6	2.625	+86	2.70 / 2.90	+96 / +99	
7		+86	+91 / +108		
8		+89 / +91	+108		
9		+95 / +97			
10		+101 / +103			
11		+101 / +102			
12		+105 / +107			
13				3.650	+119
14		3.600			
15					
16					4.050
17					+128
18					
19		3.850			
PAC 1		+112		4.75C/2.73Y	+96 to 4yr
Notes		4/1/20 through 4/1/25 have 4% coupons, with prices ranging from 101.982 to 107.186	4/1/33 PAC bond has 4.75% coupon priced at 107.513 to yield 2.73% and has an average life of 4 years from 100-500% PSA		
Maturity Dates	7/1	4/1 and 10/1	10/1 and 4/1	10/1 and 4/1	6/1 and 12/1
Call Provisions	None	4/1/28 at par	None	10/1/27 at par	12/1/27 at par
Mkt Index	BBI / RBI 4.09% / 4.56%	BBI / RBI 4.23% / 4.70%	BBI / RBI 4.23% / 4.70%	BBI / RBI 4.09% / 4.56%	BBI / RBI 4.22% / 4.68%
Sr Manager	RBC Capital Markets	BofA Merrill	RBC Capital Markets	RBC Capital Markets	Morgan Stanley

## AMT STATE HFA SINGLE FAMILY HOUSING PRICING COMPARABLES, PAST SIX MONTHS PLUS EARLIER MHFA

Pricing Date	11/27/18	11/14/18	11/7/18	10/23/18	10/23/18
Amount	\$16,035,000	\$14,800,000	\$31,135,000	\$9,175,000	\$40,435,000
Issuer	Colorado HFA	Minnesota HFA	SONYMA	Connecticut HFA	Maryland DHCD
Series	2019 Series A	2018 Series F	Series 214	2018 Series E-4	2018 Series B
Program	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated
Rating(s)	Aaa / AAA / -	Aa1 / AA+ / -	Aa1 / - / -	Aaa.VMIG 1 / A-1+ / -	Aa2 / - / AA
Tax Status	AMT	AMT	AMT	AMT	AMT
Maturity	Coupon/	Coupon/	Coupon/	Coupon/	Coupon/
Year ('19 pricings)	Yield	Yield	Yield	Yield	Yield
0	2.20 / 2.30	2.200	2.10 / 2.20	2.250	Spread
1	+36 / +39	+31	+22 / +24	+34	to iMMD
2	2.40 / 2.50	2.40 / 2.50	2.40 / 2.50		
3	+45 / +50	+42 / +46	+35 / +40		
4	2.60 / 2.70	2.65 / 2.75	2.65 / 2.75		
5	+58 / +62	+58 / +64	+53 / +58		
6	2.80 / 2.90	2.85 / 2.95	2.85 / 2.90		
7	+70 / +75	+70 / +77	+66 / +66		
8	3.00 / 3.05	3.00 / 3.05	3.000		
9	+83 / +83	+78 / +80	+68		
10	3.10 / 3.15	3.10 / 3.15	3.10 / 3.20		
11	+86 / +86	+81 / +83	+75 / +80		
12	3.25 / 3.35	3.25 / 3.30	3.25 / 3.30		
13	+94 / +99	+89 / +90	+82 / +82		
14	3.45 / 3.50	3.40 / 3.50	3.45 / 3.50		
15	+105 / +106	+93 / +99	+91 / +93		
16	3.550	+106	3.550		
17	+105		+92		
18					
19					
PAC 1					4.50C/3.20Y +91 to 5yr
Notes	Convertible Option Bonds for warehouse; 11/15/39 maturity but shown at 11/15/19 mandatory tender above				
Maturity Dates	5/1 and 11/1	7/1 and 1/1	4/1 and 10/1	5/15	9/1
Call Provisions	11/1/27 at par	None	None	5/15/19 at par	9/1/27 at par
Mkt Index	BBI / RBI 4.26% / 4.75%	BBI / RBI 4.36% / 4.85%	BBI / RBI 4.33% / 4.82%	BBI / RBI 4.35% / 4.86%	BBI / RBI 4.35% / 4.86%
Sr Manager	Barclays	RBC Capital Markets	Wells Fargo	RBC Capital Markets	Morgan Stanley



Pricing Date	3/7/19	3/7/19	3/7/19	3/6/19	3/6/19	2/28/19	2/27/19	2/27/19
Amount	\$98,195,000	\$56,580,000	\$48,655,000	\$48,655,000	\$11,345,000	\$65,000,000	\$68,620,000	\$115,000,000
Issuer	Minnesota HFA	Louisiana HC	Alaska HFC	Alaska HFC	Alaska HFC	Missouri HDC	SONYMA	Wisconsin HEDA
Series	2019 Series B	Series 2019A-1,2	2019 First Series	2019 First Series	2019 Second Series	2019 Series A	Series 217	2019 Series A
Program	Single Family / Negotiated	Single Family / Negotiated	Single Family / Competitive	Single Family / Competitive	Single Family / Competitive	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated
Rating(s)	Aa1 / AA+ / -	Aaa / - / -	Aaa / AAA / -	Aaa / AAA / -	Aaa / AAA / -	- / AA+ / -	Aa1 / - / -	Aa2 / AA+ / -
Tax Status	Non-AMT	Non-AMT	Non-AMT	Non-AMT	Non-AMT	Non-AMT	Non-AMT	Non-AMT
Maturity	Coupon/ Yield	Coupon/ Yield	Coupon/ Yield	Coupon/ Yield	Coupon/ Yield	Coupon/ Yield	Coupon/ Yield	Coupon/ Yield
Year ('19 pricings)	Spread to IMMD	Spread to IMMD	Spread to IMMD	Spread to IMMD	Spread to IMMD	Spread to IMMD	Spread to IMMD	Spread to IMMD
0	2019	1.600	1.65 / 1.70	1.60 / 1.65		1.600		1.650
1	2020	1.650	+8 / +12	+2 / +7		1.65 / 1.70		1.70 / 1.75
2	2021	1.750	+17 / +21	+11 / +16		1.75 / 1.80		1.80 / 1.85
3	2022	1.800	+25 / +29	+20 / +24		1.85 / 1.90		1.90 / 1.95
4	2023	1.950	+38 / +41	+27 / +30		1.95 / 2.00		2.050
5	2024	2.050	+42 / +43	+31 / +32		2.05 / 2.10		2.150
6	2025	2.15 / 2.20	+44 / +46	+38 / +40		2.20 / 2.25		2.20 / 2.25
7	2026	2.35 / 2.375	+52 / +54	+46 / +48		2.35 / 2.40		2.35 / 2.45
8	2027	2.50 / 2.55	+54 / +56	+52 / +54		2.45 / 2.50		2.55 / 2.60
9	2028	2.65 / 2.70	+61 / +62	+59 / +60		2.60 / 2.65		2.75 / 2.80
10	2029	2.85 / 2.90	+78 / +80	+58 / +59		2.75 / 2.85		2.90 / 2.95
11	2030	3.000	+82 / +79	+57 / +59		2.95 / 3.00		3.00 / 3.05
12	2031	3.10 / 3.15	+82 / +85	+57 / +61		3.05 / 3.10		
13	2032			+60 / +64		3.15 / 3.20		
14	2033	3.300		+63 / +68				
15	2034		+88	+69 / +74		3.350	+76	
16	2035			+73 / +78				3.500
17	2036			+77 / +82				
18	2037			+81 / +86				
19	2038							
20	2039		+90	+80		3.650	+84	
21	2040							
22	2041			+78				
23	2042							
24	2043			+79				
25	2044		+93			3.850	+88	
26	2045							
27	2046			+81				
28	2047							
29	2048							
30	2049		+98	+88				
31	2050							
PAC 1	4.25C/2.47Y	+80 to 5yr	4.50C/2.43Y	+76 to 4.9yr	4.00C/2.33Y	+85 to 5yr	4.00C/2.49Y	+82 to 5yr
PAC 2								
Notes	7/1/49 PAC bond has 4.25% coupon priced at 108.196 to yield 2.47% and has an average life of 5 years from 100-500% PSA	6/1/49 PAC bond has 4.50% coupon priced to yield 2.43% and has an average life of 4.9 years from 100-400% PSA	6/1/49 PAC bond has 4.25% coupon priced at 107.763 to yield 2.33% and has an average life of 5 years from 50-600% PSA	12/1/48 PAC bond has 4% coupon priced at 107.763 to yield 2.33% and has an average life of 5 years from 50-600% PSA	5/1/47 PAC bond has 4.25% coupon to yield 2.45% and has an average life of 5 years from 100-400% PSA	10/1/49 PAC bond has 4% coupon to yield 2.49% and has an average life of 5 years from 75-500% PSA	3/1/49 PAC bond has 4.25% coupon priced at 108.047 to yield 2.50% and has an average life of 5 years from 100-500% PSA	
Maturity Dates	7/1 and 1/1	6/1 and 12/1	6/1 and 12/1	6/1 and 12/1	11/1 and 5/1	4/1 and 10/1	9/1 and 3/1	
Call Provisions	7/1/28 at par	6/1/28 at par	6/1/28 at par	12/1/28 at par	5/1/28 at par	4/1/28 at par	9/1/28 at par	
Mkt Index	BBI / RBI 4.09% / 4.56%	BBI / RBI 4.09% / 4.56%	BBI / RBI 4.09% / 4.56%	BBI / RBI 4.19% / 4.66%	BBI / RBI 4.19% / 4.66%	BBI / RBI 4.19% / 4.66%	BBI / RBI 4.23% / 4.70%	
Sr-Manager	RBC Capital Markets	George K. Baum	Fidelity	J.P. Morgan	Stifel	BofA Merrill	RBC Capital Markets	

NON-AMT STATE HFA SINGLE FAMILY HOUSING PRICING COMPARABLES, PAST FOUR MONTHS PLUS EARLIER MHFA

Pricing Date	2/26/19	2/21/19	2/20/19	2/14/19	2/13/19	2/13/19
Amount	\$140,000,000	\$58,740,000	\$66,750,000	\$35,000,000	\$78,210,000	\$202,720,000
Issuer	Maryland DHCD	Mississippi HC	Illinois HDA	West Virginia HDF	Washington SHFC	New Jersey HMFA
Series	2019 Series A	Series 2019A	2019 Series A	2019 Series A	2019 Series A	2019 Series C
Program	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated
Rating(s)	Aa2 / - / AA	Aaa / - / -	Aaa / - / -	Aaa / AAA / -	Aaa / - / -	Aa3 / AA / -
Tax Status	Non-AMT	Non-AMT	Non-AMT	Non-AMT	Non-AMT	Non-AMT
Maturity						
Year (*19 pricings)						
0	2019	1.600	1.600	1.600	1.550	1.55 / 1.60
1	2020	1.65 / 1.70	1.65 / 1.70	1.65 / 1.70	1.65 / 1.70	1.65 / 1.70
2	2021	1.75 / 1.80	1.80 / 1.85	1.75 / 1.80	1.80 / 1.85	1.80 / 1.85
3	2022	1.85 / 1.90	1.90 / 1.95	1.85 / 1.90	1.90 / 1.95	1.90 / 1.95
4	2023	2.00 / 2.05	2.00 / 2.05	2.00 / 2.05	2.00 / 2.10	2.00 / 2.10
5	2024	2.10 / 2.15	2.10 / 2.15	2.10 / 2.15	2.10 / 2.15	2.15 / 2.20
6	2025	2.20 / 2.25	2.20 / 2.25	2.20 / 2.25	2.25 / 2.30	2.25 / 2.35
7	2026	2.35 / 2.40	2.35 / 2.40	2.35 / 2.40	2.45 / 2.50	2.45 / 2.55
8	2027	2.50 / 2.55	2.50 / 2.55	2.55 / 2.60	2.60 / 2.65	2.65 / 2.70
9	2028	2.65 / 2.70	2.65 / 2.70	2.75 / 2.80	2.75 / 2.80	2.85 / 2.90
10	2029	2.80 / 2.85	2.80 / 2.85	2.85 / 2.90	2.85 / 2.90	2.95 / 3.00
11	2030	2.95 / 3.00	2.95 / 3.00	2.95 / 3.00	3.00 / 3.05	3.05 / 3.10
12	2031	3.10 / 3.15	3.10 / 3.15	3.10 / 3.15	3.125 / 3.15	3.000
13	2032	3.20 / 3.25				
14	2033		3.300			
15	2034	3.375		3.375	3.375	3.450
16	2035					
17	2036					3.600
18	2037					
19	2038					3.750
20	2039	3.750	3.700		3.750	3.850
21	2040					
22	2041					
23	2042	3.850			3.875	3.950
24	2043					
25	2044					
26	2045					
27	2046					
28	2047					
29	2048					
30	2049					
31	2050					
PAC 1	4.25C/2.48Y	4.00C/2.45Y	4.25C/2.50Y		4.00C/2.46Y	4.75C/2.55Y
PAC 2	+81 to 5yr	+76 to 5yr	+82 to 5yr		+77 to 5yr	+84 to 4.9yr
Notes	9/1/49 PAC bond has 4.25% coupon priced at 108.169 to yield 2.48% and has an average life of 5 years from 100-400% PSA	10/1/49 PAC bond has 4.00% coupon priced at 107.167 to yield 2.45% and has an average life of 5 years from 100-500% PSA	10/1/49 PAC bond has 4.25% coupon priced at 108.069 to yield 2.50% and has an average life of 5 years from 100-400% PSA	6/1/49 PAC bond has 4.00% coupon priced at 107.126 to yield 2.46% and has an average life of 5 years from 100-500% PSA	6/1/49 PAC bond has 4.00% coupon priced at 100.30 to yield 3.96%; 10/1/50 PAC has 4.75% coupon at 109.919 to yield 2.55% with 4.9 year avg. life from 100-400% PSA	12/1/48 PAC bond has 4.00% coupon priced at 106.900 to yield 2.46% and has an average life of 4.8 years from 100-500% PSA
Maturity Dates	9/1 and 3/1	12/1 and 6/1	10/1 and 4/1	5/1 and 11/1	12/1 and 6/1	6/1 and 12/1
Call Provisions	3/1/28 at par	6/1/28 at par	4/1/28 at par	11/1/27 at par	6/1/28 at par	6/1/28 at par
Mkt Index	BBI / RBI 4.23% / 4.70%	BBI / RBI 4.23% / 4.70%	BBI / RBI 4.24% / 4.71%	BBI / RBI 4.24% / 4.71%	BBI / RBI 4.24% / 4.71%	BBI / RBI 4.23% / 4.70%
Sr Manager	RBC Capital Markets	Wells Fargo	BofA Merrill	Raymond James	RBC Capital Markets	BofA Merrill

## NON-AMT STATE HFA SINGLE FAMILY HOUSING PRICING COMPARABLES, PAST FOUR MONTHS PLUS EARLIER MHFA

Pricing Date	2/12/19	2/15/19	2/15/19	2/15/19	2/15/19	2/15/19	1/24/19	1/23/19
Amount	\$175,000,000	\$72,980,000	\$99,000,000	\$148,840,000	\$17,510,000	\$48,780,000	\$150,000,000	
Issuer	Tennessee HDA	Connecticut HFA	South Dakota HDA	Texas DHCA	Texas DHCA	Indiana HCDA	Ohio HFA	
Series	Issue 2019-1	2019 Series A-1	2019 Series A	Series 2019A Par Bonds	Series 2019A Premium Bonds	2019 Series A	2019 Series A	
Program	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	
Rating(s)	Aa1 / AA+ / -	Aaa / AAA / -	Aaa / AAA / -	Aaa / AA+ / -	Aaa / AA+ / -	Aaa / - / AAA	Aaa / - / -	
Tax Status	Non-AMT	Non-AMT	Non-AMT	Non-AMT	Non-AMT	Non-AMT	Non-AMT	
Year (*19 pricings)	Coupon/ Yield	Spread to IMMD	Coupon/ Yield	Spread to IMMD	Coupon/ Yield	Spread to IMMD	Coupon/ Yield	Spread to IMMD
0 2019	1.60 / 1.65	+0 / +4	1.500		1.740	+12	1.600	
1 2020	1.75 / 1.80	+14 / +18	1.60 / 1.65	-2 / +3	1.800	+15	1.65 / 1.75	-4 / +5
2 2021	1.85 / 1.90	+22 / +26	1.75 / 1.80	+10 / +15	1.850	+21	1.80 / 1.85	+9 / +13
3 2022	1.95 / 2.05	+29 / +38	1.85 / 1.90	+17 / +21	1.950	+28	1.95 / 2.00	+27 / +29
4 2023	2.05 / 2.15	+34 / +43	2.00 / 2.10	+29 / +36	2.050	+35	2.10 / 2.15	+34 / +37
5 2024	2.15 / 2.20	+45 / +48	2.20 / 2.25	+44 / +46	2.200	+45	2.20 / 2.25	+38 / +41
6 2025	2.25 / 2.30	+57 / +63	2.30 / 2.35	+46 / +48	2.350	+53	2.40 / 2.45	+50 / +52
7 2026	2.40 / 2.50	+68 / +69	2.45 / 2.55	+53 / +60	2.500	+61	2.50 / 2.55	+53 / +54
8 2027	2.60 / 2.65	+73 / +75	2.65 / 2.70	+63 / +65	2.650	+66	2.65 / 2.70	+59 / +61
9 2028	2.75 / 2.80	+73 / +75	2.80 / 2.85	+69 / +71	2.750	+66	2.80 / 2.85	+65 / +67
10 2029	2.85 / 2.90	+73 / +75	2.90 / 2.95	+69 / +71	2.900	+71	2.95 / 3.00	+70 / +72
11 2030	2.95 / 3.00	+72 / +74	3.00 / 3.10	+68 / +75	3.000	+70	3.05 / 3.10	+68 / +71
12 2031	3.10 / 3.15	+76 / +79	3.15 / 3.20	+72 / +76				
13 2032	3.20 / 3.25	+78 / +82			2.81 / 2.83	+40 / +40		
14 2033					2.88 / 2.89	+40 / +40		
15 2034	3.400	+86	3.450	+85	3.500	+90	3.500	+85
16 2035								
17 2036								
18 2037								
19 2038								
20 2039	3.750	+92	3.800	+91	3.800	+91	3.850	+90
21 2040								
22 2041								
23 2042			3.900	+93			3.967	+95
24 2043								
25 2044	3.900	+94			3.900	+90		
26 2045								
27 2046								
28 2047								
29 2048								
30 2049								
31 2050					3.950	+90 to 30yr	4.000	+89
PAC 1	4.25C/2.46Y	+76 to 5yr	4.00C/2.51Y	+76 to 5yr	4.75C/2.52Y	+77 to 4.9yr	4.25C/2.62Y	+80 to 5yr
PAC 2								
Notes	2044 split: 3.90% at par and 4.00% coupon at '00.716 to yield 3.90%; 1/1/50 PAC has 4.25% coupon at '08.272 to yield 2.46% with 5 year avg. life from 100-400% PSA	11/15/45 PAC bond has 4.00% coupon priced at 106.787 to yield 2.53% and has an average life of 5 years from 75-500% PSA	5/1/49 PAC bond has 4.00% coupon priced at 106.884 to yield 2.51% and has an average life of 5 years from 100-400% PSA	1/1/49 PAC bond has 4.75% coupon priced at 110.128 to yield 2.52% and has an average life of 4.9 years from 100-400% PSA	All 5% coupons and were sold at premiums ranging from 104 to 121; YTM's 2029 are 2.749%, 3.024%, 3.179%, 3.25%, 3.34%, and 3.393%	7/1/42 is 4% coupon at 100.25 for 3.967% yield to call; 7/1/48 PAC is 4.25% coupon at 107.514 for 2.62% yield and has an average life of 5 years from 100-500% PSA	9/1/49 PAC bond has 4.50% coupon priced at 108.747 to yield 2.60% and has an average life of 5 years from 100-500% PSA	
Maturity Dates	1/1 and 7/1	11/15 and 5/15	11/1 and 5/1	1/1 and 7/1	7/1 and 1/1	1/1 and 7/1	9/1 and 3/1	
Call Provisions	7/1/28 at par	5/15/28 at par	5/1/28 at par	7/1/28 at par	7/1/28 at par	7/1/28 at par	3/1/28 at par/100.904 PAC	
Mkt Index	BBI / RBI 4.23% / 4.70%	BBI / RBI 4.22% / 4.69%	BBI / RBI 4.22% / 4.69%	BBI / RBI 4.22% / 4.69%	BBI / RBI 4.22% / 4.69%	BBI / RBI 4.23% / 4.70%	BBI / RBI 4.19% / 4.66%	
Sr Manager	RBC Capital Markets	Citigroup	BofA Merrill	Jefferies	Jefferies	RBC Capital Markets	Citigroup	



NON-AMT STATE HFA SINGLE FAMILY HOUSING PRICING COMPARABLES, PAST FOUR MONTHS PLUS EARLIER MHFA

Pricing Date	1/17/19	1/16/19	1/15/19	1/8/19	12/12/18	12/4/18	11/28/18
Amount	\$70,000,000	\$39,465,000	\$100,000,000	\$60,000,000	\$40,000,000	\$12,325,000	\$82,885,000
Issuer	New Mexico MFA	Maine SHA	Pennsylvania HFA	North Dakota HFA	Montana BOH	Massachusetts HFA	Oregon HCSD
Series	2019 Series A	2019 Series A	Series 2019-128B	2019 Series A	2019 Series A	Series 203	2018 Series D
Program	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated
Rating(s)	Aaa / - / -	Aa1 / AA+ / -	Aa2 / AA+ / -	Aa1 / - / -	Aa1 / AA+ / -	Aa1 / AA+ / -	Aa2 / - / -
Tax Status	Non-AMT	Non-AMT	Non-AMT	Non-AMT	Non-AMT	Non-AMT	Non-AMT
Maturity	Coupon/ Yield	Spread to IMMD	Coupon/ Yield	Spread to IMMD	Coupon/ Yield	Spread to IMMD	Coupon/ Yield
Year (*19 pricing)							
0 2019							
1 2020	1.70 / 1.80	+1 / +10		1.75 / 1.85	+4 / +13		
2 2021	1.850	+15 / +14		1.90 / 1.95	+17 / +21		1.90 / 2.00
3 2022	2.00 / 2.05	+28 / +31		2.05 / 2.10	+29 / +31		2.15 / 2.20
4 2023	2.15 / 2.20	+38 / +41		2.20 / 2.25	+38 / +41		2.30 / 2.35
5 2024	2.25 / 2.30	+42 / +45		2.300	+41 / +39		2.45 / 2.50
6 2025	2.40 / 2.45	+52 / +54		2.45 / 2.50	+52 / +54		2.65 / 2.70
7 2026	2.55 / 2.60	+61 / +62		2.600	+61 / +57		2.80 / 2.85
8 2027	2.70 / 2.75	+68 / +70		2.750	+68 / +65		2.95 / 3.00
9 2028	2.80 / 2.85	+69 / +71		2.850	+70 / +67		3.05 / 3.10
10 2029	3.000	+80 / +77		3.000	+77 / +75		3.15 / 3.25
11 2030	3.100	+81 / +79		3.100	+79 / +77		3.35 / 3.40
12 2031	3.200	+82 / +80		3.200	+82 / +80		3.50 / 3.55
13 2032							
14 2033				3.375	+86		
15 2034	3.450	+87	3.500	+85	+85		
16 2035				3.500			3.800
17 2036							
18 2037							
19 2038			3.850	+103			
20 2039	3.850	+97					
21 2040							
22 2041							
23 2042							
24 2043							
25 2044							
26 2045							
27 2046							
28 2047			4.000	+99			
29 2048							
30 2049	4.000	+96					
31 2050							
PAC 1	4.25C/2.61Y	+78 to 5yr	4.00C/2.60Y	+77 to 5yr	4.25C/2.66Y	+77 to 5yr	4.75C/3.00Y
PAC 2						4.50C/2.97Y	+90 to 4.9yr
Notes	11/1/50 PAC bond has 4.25% coupon priced at 107.541 to yield 2.61% and has an average life of 5 years from 100-400% PSA	11/15/49 PAC bond has 4.00% coupon priced at 106.462 to yield 2.60% and has an average life of 5 years from 75-500% PSA	10/1/27 at par	7/1/49 PAC bond has 4.25% coupon priced at 107.307 to yield 2.66% and has an average life of 5 years from 100-400% PSA	12/1/45 PAC bond has 4.25% coupon priced at 106.536 to yield 2.83% and has an average life of 5 years from 100-500% PSA	12/1/48 PAC bond has 4.50% coupon priced at 106.841 to yield 2.97% and has an average life of 4.9 years from 100-400% PSA	11/1/50 PAC bond has 4.75% coupon priced at 107.983 to yield 3.00% and has an average life of 5 years from 100-400% PSA
Maturity Dates	1/1 and 7/1	11/15	10/1 and 4/1	1/1 and 7/1	12/1 and 6/1	12/1	1/1 and 7/1
Call Provisions	7/1/28 at par	5/15/28 at par	10/1/27 at par	7/1/28 at par	6/1/28 at par	12/1/27 at par	1/1/28 at par
Mkt Index	BBI / RBI 4.19% / 4.86%	BBI / RBI 4.20% / 4.67%	BBI / RBI 4.09% / 4.56%	BBI / RBI 4.09% / 4.56%	BBI / RBI 4.18% / 4.65%	BBI / RBI 4.22% / 4.68%	BBI / RBI 4.22% / 4.68%
Sr Manager	RBC Capital Markets	Citigroup	RBC Capital Markets	RBC Capital Markets	RBC Capital Markets	Morgan Stanley	BofA Merrill

## NON-AMT STATE HFA SINGLE FAMILY HOUSING PRICING COMPARABLES, PAST FOUR MONTHS PLUS EARLIER MHFA

Pricing Date	11/27/18	11/15/18	11/14/18	11/14/18	6/7/18
Amount	\$36,935,000	\$34,430,000	\$175,000,000	\$65,200,000	\$43,680,000
Issuer	Colorado HFA	Maine SHA	Florida HFC	Minnesota HFA	Minnesota HFA
Series	2019 Series C	2018 Series F	2018 Series 2	2018 Series E	2018 Series B
Program	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated
Rating(s)	Aaa / AAA / -	Aaa / AA+ / -	Aaa / - / -	Aaa / AA+ / -	Aaa / AA+ / -
Tax Status	Non-AMT	Non-AMT	Non-AMT	Non-AMT	Non-AMT
Maturity	Coupon/ Yield	Spread to IMMD	Coupon/ Yield	Spread to IMMD	Coupon/ Yield
Year ('19 pricings)					
0 2019					
1 2020	1.950	+3	2.100	+11	1.700
2 2021	2.150	+10	2.200	+6	1.80 / 1.90
3 2022	2.350	+22	2.20 / 2.30	+13 / +19	2.00 / 2.10
4 2023	2.500	+30	2.40 / 2.50	+25 / +32	2.15 / 2.20
5 2024	2.650	+38	2.55 / 2.60	+33 / +35	2.30 / 2.35
6 2025	2.850	+51	2.75 / 2.80	+46 / +48	2.50 / 2.55
7 2026	3.000	+58	2.90 / 2.95	+54 / +55	
8 2027	3.150	+64	3.05 / 3.10	+58 / +59	
9 2028	3.250	+66	3.15 / 3.20	+59 / +61	
10 2029	3.400	+72	3.25 / 3.35	+59 / +67	
11 2030	3.550	+80	3.40 / 3.55	+76 / +79	
12 2031	3.700	+88	3.65 / 3.70	+84 / +87	
13 2032					
14 2033					
15 2034	3.850	+89	3.750	+76	3.450
16 2035				+81	+76
17 2036					
18 2037					
19 2038					
20 2039	4.125	+94	4.050	+83	
21 2040					
22 2041					
23 2042	4.200	+93			
24 2043					
25 2044					
26 2045					
27 2046			4.200	+85	
28 2047					
29 2048					
30 2049					
31 2050					
PAC 1	4.25C/2.98Y	+77 to 4.9yr	4.25C/3.04Y	+77 to 5yr	4.00C/2.76Y
PAC 2	4.75C/2.98Y	+77 to 4.9yr		+71 to 5yr	+77 to 5yr
Notes	5/1/49 PAC bonds have 4.25%/4.75% coupons priced at 105.669/107.904 to yield 2.98%/2.98% with 4.9 year avg. lives from 100-400% PSA	11/15/48 PAC bond has 4.25% coupon priced at 105.508 to yield 3.04% and has an average life of 5 years from 100-500% PSA	11/150 PAC bond has 4.25% coupon priced at 105.720 to yield 3.00% and has an average life of 5.02 years from 100-500% PSA	11/149 PAC bond has 4.25% coupon priced at 105.663 to yield 3.00% and has an average life of 5 years from 100-500% PSA	7/1/48 PAC bond has 4% coupon priced at 105.68 to yield 2.76% and has an average life of 4.98 years from 100-500% PSA
Maturity Dates	5/1	11/15	7/1 and 1/1	7/1 and 1/1	7/1 and 1/1
Call Provisions	11/1/27 at par	5/15/28 at par	1/1/28 at par	1/1/28 at par	7/1/27 at par
Mkt Index	BBI / RBI 4.26% / 4.75%	BBI / RBI 4.30% / 4.79%	BBI / RBI 4.36% / 4.85%	BBI / RBI 4.36% / 4.85%	BBI / RBI 3.88% / 4.37%
Sr Manager	Barclays	Barclays	Citigroup	RBC Capital Markets	RBC Capital Markets

TAXABLE STATE HFA SINGLE FAMILY HOUSING PRICING COMPARABLES, PAST YEAR

Pricing Date	3/7/19	2/27/19	2/5/19	12/4/18	11/27/18
Amount	\$37,500,000	\$30,000,000	\$15,000,000	\$12,400,000	\$30,000,000
Issuer	Minnesota HFA	SONYMA	Connecticut HFA	Massachusetts HFA	Colorado HFA
Series	2019 Series C	Series 219	2019 Series A-4	Series 201	2019 Series B-1
Program	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated	Single Family / Negotiated
Rating(s)	Aa1 / AA+ / -	Aa1 / - / -	Aaa / AAA / -	Aa1 / AA+ / -	Aaa / AAA / -
Tax Status	Taxable	Taxable	Taxable	Taxable	Taxable
Maturity	Coupon/ Yield	Spread to UST	Coupon/ Yield	Spread to UST	Coupon/ Yield
Year (*19 pricings)	Spread to UST		Spread to UST		Spread to UST
0	2019		2.625	+6	
1	2020	2.625 / 2.675	2.80 / 2.85	+24 / +29	3.00 / 3.05
2	2021	2.725 / 2.775	2.808 / 2.858	+37	3.125 / 3.20
3	2022	2.847 / 2.897	2.925 / 2.975	+50	3.25 / 3.30
4	2023	2.942 / 2.992	3.039	+59 / +64	3.35 / 3.40
5	2024	3.042 / 3.092	3.139	+69 / +74	3.45 / 3.50
6	2025	3.207 / 3.237	3.288 / 3.338	+70 / +75	3.55 / 3.60
7	2026	3.317 / 3.367	3.388 / 3.438	+80 / +85	3.70 / 3.75
8	2027	3.471 / 3.521	3.538 / 3.588	+85 / +90	3.85 / 3.90
9	2028	3.571 / 3.621	3.638 / 3.688	+95 / +100	3.95 / 4.00
10	2029	3.671 / 3.721			4.05 / 4.10
11	2030				4.15 / 4.20
12	2031				4.25 / 4.30
13	2032				
14	2033				
15	2034	3.971	4.088	+140	4.500
16	2035				
17	2036				
18	2037				
19	2038				
20	2039		4.258	+120	4.700
21	2040				
22	2041				
23	2042	4.204			
24	2043				
25	2044		4.308	+125	
26	2045				
27	2046				
28	2047		4.408	+135	
29	2048				
30	2049				
31	2050				
Notes					
Maturity Dates	7/1 and 1/1	10/1 and 4/1	11/15 and 5/15	6/1 and 12/1	11/1 and 5/1
Call Provisions	7/1/28 at par	4/1/28 at par	None	12/1/27 at par	11/1/27 at par
Mkt Index	BBI / RBI 4.09% / 4.56%	BBI / RBI 4.23% / 4.70%	BBI / RBI 4.22% / 4.69%	BBI / RBI 4.22% / 4.68%	BBI / RBI 4.26% / 4.75%
Sr Manager	RBC Capital Markets	BofA Merrill	Citigroup	Morgan Stanley	Barclays

TAXABLE STATE HFA SINGLE FAMILY HOUSING PRICING COMPARABLES, PAST YEAR

Pricing Date Amount Issuer Series Program Rating(s) Tax Status	11/14/18 \$35,000,000 Minnesota HFA 2018 Series G Single Family / Negotiated Aa1 / AA+ / - Taxable	9/13/18 \$8,300,000 Massachusetts HFA Series 197 Single Family / Negotiated Aa1 / AA+ / - Taxable	9/11/18 \$5,000,000 Iowa FA 2018 Series E Single Family / Negotiated Aaa / AAA / - Taxable	8/29/18 \$38,000,000 Colorado HFA 2018 Series D Single Family / Negotiated Aaa / AAA / - Taxable	8/22/18 \$8,340,000 Rhode Island HMFC Series 69-T Single Family / Negotiated Aa1 / AA+ / - Taxable	
Maturity Year ('19 pricings)	Coupon/ Yield	Spread to UST	Coupon/ Yield	Spread to UST	Coupon/ Yield	Spread to UST
0 2019						
1 2020	3.100	+39 to 1 yr	2.850	+30 to 1 yr	2.50 / 2.65	+2 / +17 to 1 yr
2 2021	3.15 / 3.20	+29 / +34 to 2 yr	2.95 / 3.05	+19 / +29 to 2 yr	2.83 / 2.90	+16 / +23 to 2 yr
3 2022	3.31 / 3.36	+39 / +44 to 3 yr	3.10 / 3.15	+27 / +32 to 3 yr	3.00 / 3.05	+25 / +30 to 3 yr
4 2023	3.39 / 3.44	+44 / +49 to 5 yr	3.20 / 3.25	+33 / +38 to 5 yr	3.10 / 3.15	+32 / +37 to 5 yr
5 2024	3.50 / 3.54	+55 / +59 to 5 yr	3.30 / 3.35	+43 / +48 to 5 yr	3.20 / 3.25	+42 / +47 to 5 yr
6 2025	3.65 / 3.70	+61 / +66 to 7 yr	3.40 / 3.45	+46 / +51 to 7 yr	3.30 / 3.35	+45 / +50 to 7 yr
7 2026	3.75 / 3.80	+71 / +76 to 7 yr			3.40 / 3.45	+55 / +60 to 7 yr
8 2027	3.85 / 3.90	+73 / +78 to 10 yr			3.50 / 3.55	+61 / +66 to 10 yr
9 2028	4.00 / 4.05	+88 / +93 to 10 yr			3.60 / 3.625	+71 / +74 to 10 yr
10 2029	4.10 / 4.15	+98 / +103 to 10 yr			3.65 / 3.71	+76 / +82 to 10 yr
11 2030	4.20 / 4.25	+108 / +113 to 10 yr			3.76 / 3.81	+87 / +92 to 10 yr
12 2031						
13 2032						
14 2033						
15 2034	4.450	+133 to 10 yr				
16 2035						
17 2036						
18 2037						
19 2038						
20 2039	4.630	+128 to 30 yr				
21 2040						
22 2041						
23 2042						
24 2043						
25 2044						
26 2045						
27 2046						
28 2047						
29 2048						
30 2049						
31 2050	4.730	+138 to 30 yr				
Notes						
Maturity Dates	7/1 and 1/1	6/1 and 12/1	7/1 and 1/1	5/1 and 11/1	4/1 and 10/1	
Call Provisions	1/1/28 at par	6/1/28 at par	None	11/1/27 at par	None	
Mkt Index	BBI / RBI 4.36% / 4.85%	BBI / RBI 4.06% / 4.57%	BBI / RBI 3.98% / 4.49%	BBI / RBI 3.94% / 4.44%	BBI / RBI 3.95% / 4.45%	
Sr Manager	RBC Capital Markets	RBC Capital Markets	RBC Capital Markets	Barclays	RBC Capital Markets	

## TAXABLE STATE HFA SINGLE FAMILY HOUSING PRICING COMPARABLES, PAST YEAR

Pricing Date Amount Issuer Series Program Rating(s) Tax Status	8/14/18 \$9,655,000 Pennsylvania HFA Series 101C Single Family / Negotiated Aa2 / AA+ / - Taxable	6/7/18 \$25,000,000 Minnesota HFA 2018 Series C Single Family / Negotiated Aa1 / AA+ / - Taxable	5/31/18 \$17,500,000 Massachusetts HFA Series 193 Single Family / Negotiated Aa1 / AA+ / - Taxable	5/10/18 \$15,645,000 North Dakota HFA 2018 Series B Single Family / Negotiated Aa1 / - / - Taxable
Maturity Year ('19 pricings)	Coupon/ Yield	Spread to UST	Coupon/ Yield	Spread to UST
0 2019	2.45 / 2.70	+1 / +26	2.65 / 2.80	+34 / +49
1 2020	2.875 / 3.00	+25 / +37	2.90 / 3.00	+40 / +50
2 2021	3.08 / 3.125	+37 / +42	3.05 / 3.15	+42 / +52
3 2022	3.18 / 3.23	+41 / +46	3.30 / 3.35	+53 / +58
4 2023	3.280	+51	3.45 / 3.50	+68 / +73
5 2024			3.55 / 3.60	+67 / +72
6 2025			3.65 / 3.70	+77 / +82
7 2026			3.75 / 3.80	+82 / +87
8 2027			3.85 / 3.90	+92 / +97
9 2028			3.95 / 4.00	+102 / +107
10 2029				
11 2030				
12 2031				
13 2032				
14 2033				
15 2034			4.200	+127
16 2035				
17 2036				
18 2037				
19 2038				
20 2039				
21 2040				
22 2041			4.450	+137
23 2042				
24 2043				
25 2044			4.400	+140
26 2045				
27 2046				
28 2047				
29 2048				
30 2049				
31 2050				
Notes				
Maturity Dates	4/1 and 10/1	1/1 and 7/1	12/1 and 6/1	7/1 and 1/1
Call Provisions	None	7/1/27 at par	6/1/27 at par	7/1/27 at par
Mkt Index	BBI / RBI 3.98% / 4.48%	BBI / RBI 3.88% / 4.37%	BBI / RBI 3.78% / 4.27%	BBI / RBI 3.88% / 4.37%
Sr Manager	Jefferies	RBC Capital Markets	Morgan Stanley	RBC Capital Markets

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